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PROMISSORY NOTE AND LOAN MODIFICATION AGREEMENT

CHICAGO FIDELITY INSURANCE COMPANY  
INDIANA DIVISION

Lot 435, Lakes of the Four Seasons, Unit 2, PB 37/76

THIS AGREEMENT, is entered into by and between American Savings & Association, a corporation, organized and existing under the laws of the State of Indiana hereinafter referred to as Lender, and Charles A. Rothe and Jean Rothe, husband and wife hereinafter referred to as Borrower.

WITNESSETH, that Borrowers represent, warrant and agree as follows:

1. Borrower is indebted to Lender in the sum set out in paragraph (3) below which debt is evidenced by a Promissory Note of the Borrower for the original sum of FIFTY FOUR THOUSAND FOUR HUNDRED DOLLARS AND NO/100 (\$54,400.00) Dollars, bearing date of October 25, 1985, secured by a Mortgage on certain real estate, which is recorded on the 7th day of November 1985, as Document No. 827845, in the Office of the Recorder of Lake County, Indiana.
2. Lender is the owner and holder of said Note and Mortgage.
3. The balance remaining unpaid upon the aforesaid indebtedness of the date hereof is the sum of \$53,804.53, with interest paid to April 1, 1986.

For mutual consideration, the receipt of which is hereby acknowledged, the Lender and Borrower are both desirous of and agree to modify the terms of said Note and Mortgage as follows:

A. The Borrower (jointly and severally) promise and agree to pay to the order of Lender the sum of \$53,804.53 payable in monthly installments of \$569.99, with interest at 9.75 per annum, including principal and interest, commencing on the 1st day of June, 1986, and a like sum on the 1st day of each and every month thereafter, until the principal and interest are paid in full. except that the final payment of the entire indebtedness evidenced hereby shall be due and payable on the 1st day of May, 2001, if not paid sooner, all without relief from valuation and appraisal laws and with attorney fees in the even of default.

B. In addition to the installments of principal and interest as set out heretofore, Borrower hereby reaffirm and agree to abide by all of the terms, conditions and covenants contained in the aforesaid Real Estate Mortgage and Note modified herein.

C. Borrower specifically agree, represent and acknowledge that proper legal and adequate consideration is being given them to enter into this Agreement and that Borrower are and continue to be legally bound and obligated for, by and under said indebtedness.

D. The Borrower further agree that all terms, conditions and covenants of the aforesaid indebtedness shall remain unaltered and in full force and effect except as herein expressly modified.

IN WITNESS WHEREOF, the Lender and the Borrowers have executed this Agreement the 20th day of May, 1986.

AMERICAN SAVINGS & LOAN ASSOCIATION

BY: Daniel Poludniak  
Daniel Poludniak, Vice President

Charles A. Rothe  
Charles A. Rothe

ATTEST:

Denise L. Knapp  
Denise L. Knapp, Asst. Secretary

Jean Rothe  
Jean Rothe

STATE OF INDIANA)

) SS:

COUNTY OF LAKE

Before me, the undersigned Notary Public, did personally appear Daniel Poludniak, Vice President, and Denise L. Knapp, Asst. Secretary, for and on behalf of American Savings & Loan Assoc., and Charles A. Rothe and Jean Rothe, husband and wife, who acknowledged the execution of the foregoing instrument.

WITNESSED BY ME AND NOTARIAL SEAL.

MY COMMISSION EXPIRES: 4/15/90

County of Residence: Lake

Kathleen M. LaPine  
Kathleen M. LaPine, Notary Public

Prepared by: Harold Abrahamson, Attorney at Law, 5231 Hohman Ave., Hammond, IN. 46320

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