American, SALA, 82300 Abhmin

## PROMISORY NOTE AND LOAM MODIFICATION AGREEMENT

THIS AGREEMENT, is entered into by and between American.

Association, a corporation, organized and existing under the laws of the State of Indiana, o hereinafter referred to as Lender, and Kenneth Scheeringa, hereinafter referred to as performer.

- l. 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 THIRTY FOOUR THOUSAND FOUR HUNDRED DOLLARS AND NO/100 (\$34,400.00) Dollars, bearing date of April 20, 1984, secured by a Mortgage on certain real estate, which is recorded on the 26th day of April 1984, as Document No. 754360, 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 \$33,442.65, with interest paid to May 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 Porrower (jointly and severally) promise and agree to pay to the order of Lender the sum of \$33,442.65, payable in monthly installments of \$354.28, 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 sconer, all without relief from valuation and appraisement 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 as modified herein.
- C. Borrower specifically agree, represent and acknowledge that proper legal and adequte 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 WAEREOF, the Lender and the Borrowers have executed this Agreement the 28th day of April, 1986.

AMERICAN SAVINGS & LOAN ASSOCIATION

Daniel Poludniak, Vice President

ATTEST:

Denise L. Knapp, Asst. Weretary

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 Kenneth Scheeringa, who acknowledged the execution of the foregoing instrument.

WITNESS MY HAND AND NOTARIAL SEAL.

MY COMMISSION EXPIRES: 4/15/90

County Residence: Lake

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