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MODIFICATION AGREEMENT

This Agreement made and entered into by and between First Federal Savings Bank of Indiana, a United States corporation, ("FFSB"), and the undersigned borrower(s) whose name(s) are indicated in Section 1.1 below.

## ARTICLE I DEFINITIONS

- As used in this Agreement, the term Borrowell refers to Lamar C. Myrick, Jr. and Mabel Myrick whose address is 8512 Lociust Avenue, Gary, Indiana, 46403.
- Note. As used in this Agreement, the term Note refers to a note and executed by Borrower on January 10, 1985 evidencing Borrower's obligation to repay a loan made by FFSB to the Borrower in the amount of \$63,600.00. The Note was made payable to FESB and carried an original interest rate of Thirteen and One-Quarter Percent (13.25%) per annum to maturity.
- Mortgage. As referred to in this Agreement, the term Mortgage a mortgage given by Borrower, as mortgagor, to FFSB, as gee, granting FFSB a security interest in the following described property located in Porter County, State of Indiana:

Lot Ten (10), in Block Five (5), in Resubdivision of Young's Woodlands, in the City of Gary, as per plat thereof, recorded in Plat Book 21, Page 12, in the Office of the Recorder Lake County, Indiana, a/k/a/ 8512 Locust Street, Gary, Indiana.

Lot Five (5) in Block Twenty-Four (24), in Gary Land Parcel II: Company's Fourth (4) Subdivision in the City of Gary, Lake County, Indiana, as shown in Plat Book Fourteen (14), page Fifteen (15), in Lake County, Indiana, also known as 1610 West 5th Avenue, Gary, Indiana.

Parcel I is more commonly known as 1610 West 5th AVenue, Gary, Indiana, 46404. Parcel II is more commonly known as 8512 Locust Street, Gary, Indiana, 46403.

Principal	\$	62,998.69
+Attorney's fees and title expense	e \$ <sup>-</sup>	0
+Late charges	\$_	0
+Recording Fees	\$_	9.50
+Other amounts due	,	
Service Fee	\$	1,889.96
Less Amount Paid at Closin	g \$	64,888.65
BALANCE DUE	Ş	62,998.69



- 1.6 Acceleration. As used in this Agreement, the term Acceleration means FFSB's exercise of its right under the Note and Mortgage to require Borrower to pay immediately all outstanding principal, interest, and other amounts owing.
- 1.7 Principal Due Date. As used in this Agreement, the term Principal Due Date means the date all remaining principal and accrued interest owing by reason of Borrower's Note is due and payable.
- 1.8 Modify. As used in this Agreement, the terms Modify and Modified mean a reduction in the range of interest rate changes on the Note.

## ARTICLE II RECITALS

- 2.1 FFSB is the holder of the Note.
- 2.2 Borrower has requested that FFSB modify the terms of the Note:
- 2.3 FFSB is willing to Modify the Note if Borrower agrees to pay a fee of Three percent (3.0%) of the Principal Balance at the time this Agreement is executed by the parties.
- 2.4 Borrower is willing to pay to FFSB such a service fee.
- 2.5 FFSB and Borrower agree to a modification of the terms of the note and mortgage as provided in Article III.

## ARTICLE III AGREEMENT

- 3.1 Each of the foregoing recitals are incorporated into this article setting forth the parties agreement as though fully set forth herein.
- 3.2 In consideration of FFSB's agreement to Modify the Borrower's debt, and the mutual covenants and promises hereinafter set forth, the Borrower and FFSB agree as follows:
  - (a) That Borrower will repay the Balance Due in monthly install—ments of Six Hundred Sixty-Seven Dollars and Thirty-Eight Cents (\$667.38) each beginning on the 1st day of January, 1987, and continuing thereafter on the same day of each month thereafter. That Borrower will prepay real estate taxes and insurance as provided in the Mortgage in monthly installments of One Hundred Seventy-Three Dollars and Sixty-Two Cents (\$173.62) each, beginning on the 1st day of January, 1987, and continuing thereafter on the same day of each month thereafter. The borrowers total monthly payment will be Eight Hundred Forty-One Dollars (\$841.00). The Principal Due Date is the 1st day of December, 2001. If a Balloon Payment is due on the Principal Due Date, a large payment may be due; the Borrower and FFSB agree that FFSB is not obligated to refinance that amount.
- 3.3 The Borrower and FFSB agree that the Balance Due shall bear interest at the rate of Nine and Three-Quarters Percent (9.75%) per annum.

- 3.4 The Borrower has agreed to pay a service fee of Three Percent (3%) of the Principal Balance Due at the time of closing.
- 3.5 The Borrower and FFSB agree that all terms, conditions, and convenants of the Note, Mortgage, and any other security agreement or other loan document signed by the Borrower, and any financing statement signed by the Borrower or properly signed on Borrower's behalf will remain unaltered and in full force and effect, except as expressly modified.
- 3.6 FFSB and Borrower agree that nothing contained in this instrument or any present or prior statement, act, or failure to act by FFSB constitutes a waiver of FFSB's right to assert its rights under the Note, Mortgage, or any security agreement or other loan document signed by Borrower as to any future default, including but not limited to Default as defined herein; by Borrower as defined in such document or documents.
- 3.7 Borrower agrees to pay and is liable for FFSB's costs, including but not limited to attorney's fees, title expense, collection costs, and court costs incurred as a result of Borrower's default.
- 3.8 FFSB and Borrower agree that this instrument completely Modifies Borrower's debt owed to FFSB, as defined herein, on a current basis as of this date with all previous defaults, if any, having been cured by this instrument. FFSB agrees to hereafter accept Borrower's installment payments and apply them to the Balance Due.
- 3.9 Borrower agrees that if all or part of the secured property described in paragraph 1.3 or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without FFSB's prior written consent, FFSB may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, FFSB may not exercise this option if exercise is prohibited by federal law as of the date of this instrument.

If FFSB exercises this option, FFSB shall give Borrower notice of Acceleration. The Notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, FFSB may invoke any remedies permitted by the Mortgage without further notice or demand on Borrower.

## ARTICLE IV WARRANTY

4.1 Borrower covenants and warrants that Borrower is the owner of the secured property described in paragraph 1.3 and that the Mortgage is a valid and subsisting first lien thereon; that there are no offsets, counterclaims, or defenses to the Balance Due, or any part thereof, either at law or in equity; and that the Mortgage will continue as a valid first lien upon such property for the repayment of the Balance Due with interest at the time and in the manner hereinabove provided.

IN WITNESS WHEREOF, FFSB and the Borrow in one or more counterparts all o effective the first day of December, 198	f which constitute	instrument one instrumen
FFSB: First Federal Savings Bank of Indiana	BORROWER:	
BY: Randall H. Walker Assistant Vice President	Lamar C. Myrick, Jr	lp.
DATE: December 1, 1986	DATE: 12-11	1986
ATTEST:  Gregory J. Jordan Secretary	Mobel Myrick	and the second
DATE: December 1, 1986	DATE: 12~11	, 1986
State of Indiana )  SS:  County of Lake )  Before me a Notary Public in and for the day of December, 1986 personal. Gregory J. Jordan, the Assistant Vice I of First Federal Savings Bank of Indiana.  Witness my hand and Notarial Seal	ly appeared Randall President and Secreta diana, who acknowledo of First Federal	H. Walker and ary respectively ged execution of Savings Bank of
My commission expires: September 25 Signature Dona Maui King		
Printed Name: Donna Marie Kunas, Resident of Lake County.	Notary Public	
State of Indiana )  SS:  County of wake )  County of wake Motary Public in and for the perform meth Notary Public in and for the county of the execution of the	f the foregoing instr	ument:
Withess my hand and Notarial Se 1986. Why commission expires Signature		19.87
Printed Name Terry A. We		y Public unty

Gregory J. Jordan, Attorney at Law 8400 Louisiana Drive, Box 11110 strument Prepared By: Merrillville, Indiana, 46411