

#2-4035

First Federal Savings Bank

R-57960

8400 Louisiana

LOAN NUMBER 01-15-02259

921140

Merr.

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

1.1 Borrower. As used in this Agreement, the term Borrower refers to Richard T. Fossett and Mae Fossett whose address is: 1726 Hendricks Street, Gary, Indiana, 46404.

1.2 Note. As used in this Agreement, the term Note refers to a note made and executed by Borrower on March 11, 1985 evidencing, Borrower's obligation to repay a loan made by FFSB to the Borrower in the amount of \$48,000.00. The Note was made payable to FFSB and carried an interest rate of Twelve and one-half percent (12.50%) per annum to maturity.

1.3 Mortgage. As referred to in this Agreement, the term Mortgage means a mortgage given by Borrower, as mortgagor, to FFSB, as mortgagee, dated March 11, 1985 and recorded in the Lake County Recorder's Office as Document Number 795723 on March 15, 1985, granting FFSB a security interest in the following described property in the County of Lake, State of Indiana:

The South 15 feet of Lot 6, all of Lot 7 and Lot 8 (except the South 6 feet thereof), Block 1, Gaffney's First Addition to Tolleston, in the City of Gary, as shown in Plat Book 2, Page 31, which has an address of 1726 Hendricks Street, Gary, Indiana, 46404.

to secure the payment of the Note and to assure performance of the agreements contained in the Note.

1.4 Default. As used in this Agreement, the term Default refers to Borrowers failure to make when due monthly payments of principal, interest, and any other amounts due under the terms of the Note and/or Mortgage.

1.5 Balance Due. As used in this Agreement, the term Balance Due refers to the following amounts owed by Borrower to FFSB as of the date of this instrument

Principal	\$ 47,612.17
+Attorney's fees and title expense	\$ 0
+Late charges and late escrow	\$ 425.98
+Recording Fees	\$ 9.50
+Other amounts due	
Service Fee	\$ 1,428.37
Less amount paid at closing	\$ 1,863.85
BALANCE DUE	\$ 47,612.17

CHICAGO TITLE INSURANCE COMPANY

JUN 18 1985
STATE OF INDIANA
FILED IN COUNTY RECORDER
RICHARD T. FOSSETT
MAE FOSSETT
ORDER

OK
9.50

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%) at the time this Agreement is executed by the parties.

2.4 Borrower is willing to pay 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 installments of Four Hundred Thirty-One Dollars and Sixty-Seven Cents each (\$431.67) beginning on the 1st day of June, 1987 and continuing 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 Sixteen Dollars and Thirty-Six Cents (\$116.36) each, beginning on the 1st day of June 1987, and continuing on the same day of each month thereafter. The borrowers total monthly payment will be Five Hundred Forty-Eight Dollars and Three Cents (\$548.03). The principal Due Date is the 1st day of April 1, 2015. 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 Ten and One Quarter Percent (10.25%) per annum.

3.4 The Borrower agrees to pay a service fee of Three percent (3%) at the time of closing.

3.5 The Borrower and FFSB agree that all terms, conditions, and covenants 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 Borrower have executed this instrument in one or more counterparts all of which constitute one instrument effective as of the 1st day of May, 1987.

FFSB: First Federal Savings Bank of Indiana

BORROWER:

BY: Randall H. Walker
Randall H. Walker
Assistant Vice President

Richard T. Fossett
Richard T. Fossett

DATE: May 19, 1987

DATE: 5-28-87

ATTEST: Gregory J. Jordan
Gregory J. Jordan,
Secretary

Mae Fossett
Mae Fossett

DATE: May 19, 1987

DATE: 5-28-87

State of Indiana)
) SS:
County of Lake)

Before me a Notary Public in and for said county and state, on the 19th day of May, 1987 personally appeared Randall H. Walker and Gregory J. Jordan, the Assistant Vice President and Secretary respectively of First Federal Savings Bank of Indiana, who acknowledged execution of the foregoing instrument on behalf of First Federal Savings Bank of Indiana. Witness my hand and Notarial Seal this 19th day of May, 1987.

My commission expires: September 25, 1990
Signature Donna Marie Kunas
Donna Marie Kunas, Notary Public
Resident of Lake County.

State of Indiana)
) SS:
County of Lake)

Before me a Notary Public in and for said county and state, on the 28th day of May, 1987, personally appeared Richard T. Fossett and Mae Fossett who acknowledged the execution of the foregoing instrument: Witness my hand and Notarial Seal this 28th day of May

My commission expires 6/10/87 19
Signature Frances M. Lelek
Printed Name FRANCES M. LELEK Notary Public
Resident of LAKE County

This Instrument Prepared By: Gregory J. Jordan, Attorney at Law
Box 11110, Merrillville, Indiana, 46411