444392 mg

WHEREAS, Citizens Federal Savings and Loan Association of Hammond, Indiana (Lender) granted a line of credit to William Potasnik and Carolyn Potasnik, husband and wife, (Borrower) with a credit limit of Twenty Five Thousand Dollars (\$25,000.00) as evidenced by an Adjustable Interest Rate Promissory Note and Equity AccessLine of Credit Agreement (Note and Agreement) executed by Borrower on September 20, 1989 and, to secure the repayment of the Note and Agreement, an Equity AccessLine Mortgage (Mortgage), executed by Borrower and delivered to Lender on September 20, 1989, which Mortgage was recorded in the Office of the Recorder of Lake County, Indiana on September 22, 1989 as Document No. 059111, which Mortgage affects the following described real estate, to-wit:

Lot 16, Block 1, White Oak Manor 2nd Addition to the Town of Munster, as shown in Plat Book 32, page 58, in Lake County, Indiana, commonly known as 1405 Melbrook Drive, Munster, Indiana, 46321

and which Note and Agreement and Mortgage are hereby incorporated herein as part of this Loan Modification Agreement;

WHEREAS, Borrower has requested a modification of the terms of said loan for the purpose of increasing the Credit Limit from \$25,000.00 to \$85,000.00;

WHEREAS, in consideration of Leader's consents to the above Credit Limit increase, Borrower shall pay to Lender a processing fee; an appraisal fee; credit report fee; title expense; and recording fee.

THEREFORE, it is hereby agreednthat thehorigonal terms of said Note and Agreement and Mortgage are modified as follows: corder!

- 1. The Credit Limit is increased to \$85,000.00;
- 2. Borrower may not draw on the line of credit in excess of \$25,000.00 until after the three day cancellation period has expired (which is explained in a separate Notice of Right to Cancel Borrower was given).
- 3. Borrower has paid Lender a processing fee, an appraisal fee, credit report fee, title expense and a recording fee, the receipt of which is hereby acknowledged; and
- 4. The interest rate ("ANNUAL PERCENTAGE RATE," corresponding to the periodic rate) on the principal sum of your Line of Credit from time to time will be computed and will vary based on the average daily balance of the preceding month and the prime rate in effect at the Harris Trust and Savings Bank of Chicago, Illinois, or its successors, on the last business day of the preceding month ("Index Rate"). The ANNUAL PERCENTAGE RATE includes only interest and not other costs. The finance charge begins on the date the transaction is posted to your Line of Credit account.

For an average daily balance of less than \$25,000.00, the ANNUAL PERCENTAGE RATE for that month shall be the Index Rate plus one percent (1.00%). For an average daily balance of \$25,000.00 or more, the ANNUAL PERCENTAGE RATE for that month shall be the Index Rate plus one half percent (.50%). The ANNUAL PERCENTAGE RATE may change monthly as changes take place in the Index Rate and the average daily balance.

 In all other respects, said Note and Agreement and Mortgage remain in full force and effect.

P. P.

IN WITNESS WHEREOF, Lender and Borrower have executed this Agreement this 20th day of April, 1990.

CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAMMOND, INDIANA

.....

Natalie Kaluf,

Assistant Secretary

Borrower

STATE OF INDIANA

) SS:

COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, on this $\frac{20th}{day}$ of April, 1990 personally appeared Jeffrey C. Stur and Natalie Kaluf personally known to me to be Vice President and Assistant Secretary of Citizens Federal Savings and Loan Association and each acknowledged the execution of the foregoing instrument for and on behalf of said corporation and by authority of its Board of Directors.

IN WITNESS WHEREOF, I have affixed my hand and notarial sear.

This Document is the property of

the Lake County Recorder!

Doris R. Riley

My Commission Expires:8/16/91

County of Residence: Lake

STATE OF INDIANA

COUNTY OF

Before me, a Notary Public in and for said County and State, on this 20th day of April, 1990 personally appeared William Potasnik and Carolyn Potasnik, husband and wife, and acknowledged execution of the foregoing instrument.

IN WITNESS WHEREOF, I have affixed my hand and Notarial Seal.

My Commission Expires: 4-7-1992

County of Residence: Lake

Jeffrey C. Stur, Vice President Citizens Federal Savings and Loan Association of Hammond, Indiana