

# 2-4035  
R-61138

1st Fed'l Savings Bank of Indiana  
8400 Louisiana, Merrillville  
attn: Theresa Dempke

LOAN NUMBER 01-05-04159

102257

MODIFICATION AGREEMENT

This Agreement made and entered into by and between First Federal Savings Bank of Indiana, formerly known as First Federal Savings & Loan Association of Gary, 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 THOMAS J. GIANNINI & SHERRY L. GIANNINI whose address is: 2425 Sorrento Dr. Schererville, Indiana 46375.

1.2 Note. As used in this Agreement, the term Note refers to a note made and executed by Borrower on April 28, 1986, evidencing Borrower's obligation to repay a loan made by FFSB to the Borrower in the amount of \$45,000.00. The Note was made payable to FFSB and carried an original interest rate of Nine and Three Quarters Percent (9.750%) per annum.

1.3 Mortgage. As referred to in this Agreement, the term Mortgage means a mortgage given by Borrower as mortgager, to FFSB as mortgagee on April 28, 1986, and recorded in the Office of the Recorder of Lake County on May 11, 1986, as Document Number 851978 granting FFSB a security interest in the following described property located in Lake County, State of Indiana:

LOT 101, CASA BELLA ADDITION, UNIT 3, TO THE TOWN OF SCHERERVILLE, AS SHOWN IN PLAT BOOK 49, PAGE 7 IN LAKE COUNTY, INDIANA

Which has an address of 2425 Sorrento Dr., Schererville, IN 46375 to secure the payment of the Note and to assure performance of the agreements contained in the Note.

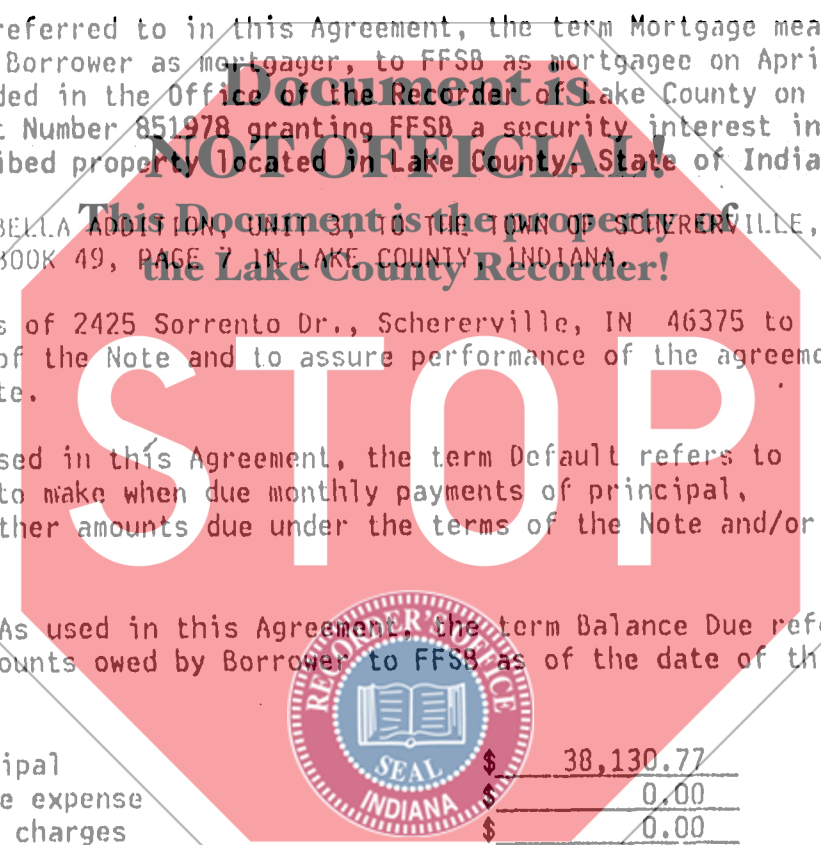
1.4 Default. As used in this Agreement, the term Default refers to Borrower's failure to make when due monthly payments of principal, interest, and any other amounts due under the terms of the Note and/or Mortgage.

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	\$	38,130.77
+Title expense	\$	0.00
+Late charges	\$	0.00
+Recording and Handling Fees	\$	(PD)9.50
+Service Fee	\$	0.00
+Other amounts due:		
Interest due for May	\$	309.81
-Less Amount Paid at Closing	\$	309.81
BALANCE DUE	\$	38,130.77

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.



This Document is the property of the Lake County Recorder!

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

STATE OF INDIANA/S.S. NO. LAKE COUNTY FILE FOR RECORD  
MAY 23 1 05 PM '90  
ROBERT ROBERTSON  
RECORDER

9.50  
CK

**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 total amount of \$309.81 at the time this Agreement is executed by the parties for accrued interest for May 1990.

2.4 Borrower has paid such amount.

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 principal balance due in bi-weekly principal and interest installments of TWO HUNDRED THIRTY-EIGHT DOLLARS AND 36/100'S (\$238.36) each, beginning on the 15th day of June, 1990, and continuing bi-weekly thereafter. That borrower will prepay real estate taxes and insurance as provided in the Mortgage in bi-weekly installments of SEVENTY EIGHT DOLLARS AND 14/100'S (\$78.14) each, beginning on the 15th day of June, 1990, and continuing bi-weekly thereafter, or until an analysis of the escrowed amount reveals a needed change in the stated amount of \$78.14 per bi-weekly payment. The Borrower's total bi-weekly payment will be THREE HUNDRED SIXTEEN DOLLARS AND 50/100'S (\$316.50). The Principal Due Date is the 1st day of May, 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 an interest rate of 09.750%.

3.4 The Borrower has agreed to pay \$309.81 at the time of closing.

3.5 The Borrower and FFSB agree that whenever a third bi-weekly payment is made during one month, the third payment will be spread as follows: any accrued interest will be collected and the remainder of the payment will be applied to principal. There will be no payment to the escrow fund.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 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 the 1st day of May, 1990.

FFSB: First Federal Savings  
Bank of Indiana

BORROWER:

BY: Craig S. Pratt  
CRAIG S. PRATT  
Assistant Vice President

Thomas J. Giannini  
THOMAS J. GIANNINI



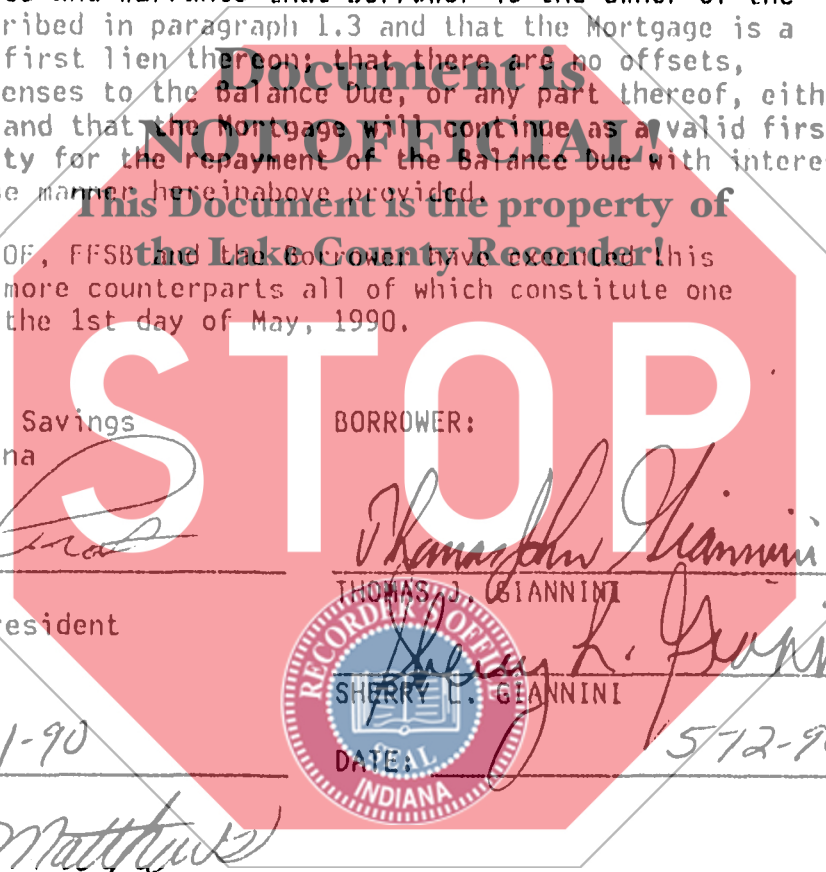
DATE: 5-21-90

5-21-90

ATTEST: Karen Matthews  
KAREN MATTHEWS  
Officer

DATE: 5-21-90

DATE: \_\_\_\_\_



STATE OF INDIANA)

)SS:

COUNTY OF LAKE )

Before me a Notary Public in and for said county and state, on the 21st day of March, 1990 personally appeared CRAIG S. PRATT and KAREN MATTHEWS, the Assistant Vice President and Officer respectively of First Federal Savings Bank of Indiana, who acknowledged execution of the foregoing instrument on behalf of First Federal Savings Bank of Indiana.

My Commission Expires:

3-8-91

Lorena A. Kamrad  
, Notary Public

Resident of Lake County

STATE OF INDIANA)

)SS:

COUNTY OF LAKE )

Subscribed and sworn to before me a Notary Public in and for said County and State, personally appeared THOMAS J. GIANNINI AND SHERRY L. GIANNINI this 13th day of May, 1990.

My Commission Expires:

2-21-91

Resident of Lake County

Document is  
subject to withdrawal  
**NOT OFFICIAL!**  
Notary Public

**This Document is the property of  
the Lake County Recorder!**  
MARGARET WANDRIS  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. FEB. 21, 1993



THIS AGREEMENT PREPARED BY:

FIRST FEDERAL SAVINGS BANK OF INDIANA  
8400 Louisiana, Box 11110  
Merrillville, IN 46411  
(219) 736-2644