

INB Mtg Crys
151 N. Del. St m-950
Index 46209-9915

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LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 9th day of April, 1991, between David L. Faulkner & Diane T. Faulkner ("Borrower") and INB National Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated July 13, 1988 and recorded in Book or Liber 986842, at page(s) , of the Lake County Records of Lake County Indiana, (Name of Records) (County & State, or other Jurisdiction) and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 13841 Reeder Rd., Crown Point, IN 46307 (Property Address), the real property described being set forth as follows:

LOT 3 IN SHERWOOD IN THE TOWN OF CEDAR LAKE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 34 PAGE 90, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND AMENDED BY A CERTIFICATE OF CORRECTION RECORDED MAY 3, 1974, AS DOCUMENT NO. 249977

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the Lake County Recorder!

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ROBERT SHELDON RECORDER
FILED FOR REC'D

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of July 1, 1991, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$105,076.57, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 10.125 %, from June 1, 1991, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2018 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 151 N. Delaware St., Indianapolis, IN, 46266 or at such other place as the Lender may require.

3. If all or any part of the property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred) and the Borrower is not a natural person, without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and

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agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and contains any such terms and provisions, as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

INB National Bank

(Seal)

Lender

David L. Faulkner (Seal)
David L. Faulkner Borrower

R. T. Gasiowski Vice President

Diane T. Faulkner

(Seal)
Borrower

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[Space Below This Line For Acknowledgments]
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the Lake County Recorder!

STATE OF INDIANA

COUNTY OF LAKE

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON APRIL 12, 1991
BY David L. Faulkner and Diane T. Faulkner

STOP



Elizabeth A. Hunt

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES: 8-15-93

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF MARION

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON April 16, 1991
BY R. T. Gasiowski, VICE PRESIDENT OF INB National Bank, ON
BEHALF OF SAID CORPORATION.

Margorie A. Ellison
NOTARY PUBLIC STATE OF

MARJORIE A. ELLISON, Notary Public
My Commission Expires: February 27, 1994
County of Residence: Marion

PRINTED NAME OF NOTARY
MY COMMISSION EXPIRES:

THIS INSTRUMENT PREPARED BY: Lesly Sims, CUSTOMER SERVICE REPRESENTATIVE
FOR INB MORTGAGE CORPORATION, FORMALLY KNOWN AS INDIANA MORTGAGE CORPORATION.