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PEOPLES BANK, FSB MORTGAGE DEPARTMENT 9204 COLUMBIA AVENUE MUNSTER, IN 46321

91028385

MODIFICATION AGREEMENT

This Agreement made this 31ST day of MAY 1991 between Peoples Bank, A Federal Savings Bank of Munster, Indiana (Hereinafter the Bank) and Peoples Federal Savings and Loan Association, Now Known as Peoples Bank, A Federal Savings Bank, As Trustee Under Trust Agreement Dated February 24, 1989 and Known as Trust No. 9002. (Hereinafter the Mortgagor) Witnesseth:

- 1. The Mortgagor executed a certain promissory note dated April 10, 1989 whereby the Mortgagor promised to pay the Bank the sum of Fifty One Thousand Four Hundred and 00/100 (\$51,400.00).
- 2. The aforementioned note of the mortgagors is secured by a mortgage recorded on April 18, 1989 as Document No. 032288 in the Recorder's Office of Lake County Indiana upon the following described real estate:

LOT 60, BRIAR CREEK ADDITION TO THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 65, PAGE 44. IN LAKE COUNTY, INDIANA.

commonly known as: 1427 BRANDYWINE DRIVE MUNSTER, IN 46321

- 3. Mortgagor represental that others lace on other subsequent liens now outstanding against the real estate property described in the aforesaid mortgage held by Bank, and that the lien of the aforesaid mortgage held by Bank is a valid, first, and subsisting lien on said real property.
- In consideration of the premises and of the mutual agreement herein contained, and upon the express condition (1) that the lies of the aforesaid mortgage held by Bank is a valid, first lien and (2) that there is no second mortgage or lien to the mortgage held by Mortgagee and further upon the express understanding that breach of either condition shall void this agreement, the parties hereby agree to the following terms:
- a. That the above stated mortgage and note shall remain in full force and effect in all respects except as modified herein. The covenants of said agreement, mortgage and note are expressly incorporated by reference herein.
- b. The parties hereto mutually agree that there is an outstanding principal balance of Twenty Four Thousand Five Hundred and No/100 (\$24,500.00) on said note and mortgage which shall bear interest at a rate of 10.75% per annum from May 1, 1991 until May 1, 1993. The interest evidenced by said note and mortgage shall be paid by Mortgagors in consecutive installments of Two Hundred Nineteen Dollars and 48/100 (\$219.48), beginning on the 1st day of June 1, 1991 and shall continue each Month thereafter until the entire indebtedness due is paid in full except that any remaining indebtedness due is, if not sooner paid, shall be due and payable on May 1, 1993.

STATE OF INDIANA/S.S.N LAKE COUNTY

0/100

PREASO TITLE PREUMANCE COMPANY

In Witness Whereof, the Parties have set their hands and seals hereto.

Peoples Bank, A Federal Savings

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By:

PATRICIA J. MEVAN, ASSISTANT SECRETARY

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Peoples Federal Savings And Loan Association K/N/A
Peoples Bank, A Federal Savings Bank as Trustee under
Trust Agreement Dated February 24, 1989 and Known as
Trust No. 9002

by: See Attached

Document is

COUNTY OF LAKE

NOT OFFICIAL!

STATE OF INDIANA

This Document is the property of the Lake County Recorder!

Before me the undersigned, a Notary Public in the aforesaid County and State, on this 31ST day of MAY, 1991 personally appeared PATRICIA J. MRVAN

and acknowledged the execution of the modification agreement dated this 31ST day of MAY , 1991.

Dilifo aller

Notary Public

potary Public Printed Name:

CUTCKT TO ALETRE

y Commrssion Expires:

5/8/92

RESIDENT OF PORTER CO.

This Instrument Prepared By:

Frank (1) Bodinowski Actorney at law 9204 Columbia Ave.

Minster 10 46321 (119) 25-9690 In Witness Whereof, the Parties have set their hands and seals hereto.

Bank

Peoples Bank, A Federal Savings

PATRICIA J. MXVAN, ASSISTANT SECRETARY

Peoples Federal Savings And Loan Association K/N/A Peoples Bank, A Federal Savings Bank as Trustee under Trust Agreement Dated February 24, 1989 and Known as Trust No. 9002 ocument is by: See Attached NOT OFFICIAL! COUNTY OF LAKE This Document is the property of STATE OF INDIANA the Lake County Recorder! Before me the undersigned, a Notary Public in the aforesaid County , 1991 personally and State, on this 31ST day of MAY appeared PATRICIA J. MRVAN and acknowledged the execution of the modification agreement dated this 1991. 31ST day of MAY Villets all Notary Public Public Printed Name: RESIDENT OF PORTER CO. 5/8/92 els Instrument Prepared By: Cane I Bedinowski Crothey at Law 9204 Columbia Ave. Munister 10 46321

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 24TH day of February, A.D. 19 89 creating Trust No. 9002; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by Peoples Bank, A Federal Savings Bank as trustee, soley in the exercise of the
powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against Peoples Bank, A Federal Savings Bank, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.
IN WITHESS WHEREOF, said recoled sank, the rederal Savings Bank has caused its name to be signed to these presents by its Vice-President and Trust Officer and attested by its Assistant Secretary the day and year first above white Document is the property of
the Lako copuss yelloc, o ad pederal savings bank as
Trustee aforesaid and not personally,
Frank J. Bodhnowski
ATTEST: Vice-President and Trust
BY: AMA L. Baker
Assistant Secretary
State Of Indiana
) SSY
County of Lake
I, Joyce M. Barr , a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Frank J. Bochnowski
and Linda L. Baker, of PEOPLES BANK, A FEDERAL SAVINGS
BANK, a United States Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said United
States Corporation, as Trustee, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal this 31ST day
My Commission Expires:

Resident of Lake