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MODIFICATION AGREEMENT

This Agreement made this 23 day of December, 1991 between Peoples Bank, A Federal Savings Bank of Munster, Indiana (Hereinafter the Bank) and Purchasing Specialties, a Partnership (Hereinafter the Mortgagor) Witnesseth:

- 1. The Mortgagor executed a certain promissory note dated October 29, 1990 whereby the Mortgagor promised to pay the Bank the sum of Twenty One Thousand Five Hundred and 00/100.
- The aforementioned note of the mortgagors is secured by a mortgage recorded on November 9, 1990 as Document No. 133611 in the Recorder's Office of Lake County Indiana upon the following described real estate:

UNIT 3, BUILDING 13, COLONIES OF MERRILLVILLE CONDOMINIUM, A HORIZONTAL PROPERTY REGIME, AS RECORDED AS DOCUMENT NO. 238215. UNDER THE DATE OF FEBRUARY 1, 1974, AND AMENDED BY DOCUMENT NO. 488399, RECORDED UNDER THE DATE OF SEPTEMBER 1, 1978, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, AND THE UNDIVIDED THE DEST IN THE COMMON FLEMENTS APPERMANTANT METADOTOR INTEREST IN THE COMMON ELEMENTS APPERTAINING THERETO.

Commonly known as: 7022 Fillmore Drive bld 13 #3, Merrillville, Indiana 46410

- 3. Mortgagor represents that there are no 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.
- 4. In consideration of the premises and of the mutual agreement herein contained, and upon the expressy conclude (1) that the lien of the herein contained, and upon the expressy conclude (2) that there 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
- 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 One Thousand Two Hundred Fifty Eight and 65/100 on said note and mortgage which shall bear interest at a rate of 8.00% per annum from January 1, 1991 until December 31, 1994. The interest may change on January 1, 1995 and on that day every twelve months thereafter. The principal and interest evidenced by said note and mortgage shall be paid by Mortgagors in consecutive installments of Two Hundred Three and 16/100 (\$203.16) subject to interest rate changes. Hundred Three and 16/100 (\$203.16) subject to interest rate changes, beginning on the 1st day of January, 1992 and shall continue each month thereafter until the entire indebtedness due is paid in full except that any remaining indebtedness due, if not sooner paid, shall be due and payable on January 1, 2007.
- Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will STATE OF THE CONSTITUTION OF THE CASE GUILDING CONTROL OF THE CONT give notice of this choice. 1

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d. Before each Change Date; the Note Holder will calculate the new interest rate by adding 3.125% to the Current Index. The Note Holder will then round the result of the addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal which you are expected to owe at the Change Date in full on January 1, 2007 at your new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payment.

- e. The new interest rate will become effective on each Change Date. You will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.
- The Note Holder will deliver or mail to you a notice of any changes in the interest rate and the amount of the monthly payment before the effective date of any change. The notice will include information required by law to be given and also title and telephone number of a person who will answer any questions you may have regarding the notice.
 - g. The maximum yearly interest rate that will be charged is 13.50%
 - h. The minimum yearly interest rate that will be charged is 7.40%.
 - i. Interest rate adjustments will not exceed 2.00% per change period.

In Witness Whereof, the Parties have set their hands and seals hereto. This Document is the property of

Purchasing Specialties, Partnership

By:

Dale Fleishman, Partner

Mark Fleishman, Partner

COUNTY OF LAKE

STATE OF INDIANA

Before me the undersigned, a Notary Public in the aforesaid County and State, on this hourday of December, 1991 personally appeared Note Fleishman Mark Fleishman and Oanet to Mose/ and acknowledged the execution of the modification agreement dated this 23 dday of December, 1991.

Clizaleth a Ehlen.
Notaty Public

Notary Public Printed Name: Elizabeth A Ehlin.

My Commission Expires: 9-28-93

This Instrument Prepared By: Frank J. Bochnowski
Attorney at Law
9204 Columbia Ave.
Munster, IN 46321
(219) 836-9690

Return to

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