

Ret: Liberty Savings  
1900-44 Pls. Bld., Whitey

# Loan Modification Agreement

447420

92002264

Loan No. C6233-2

WHEREAS Liberty Savings Association, F.A.

loaned David E. Mears

the sum of Sixty Nine Thousand and -----NO/100 Dollars

(\$ 69,000.00 ), as evidenced by a note and mortgage executed and delivered on April 6, 1990 which mortgage is duly recorded in the public records in the Jurisdiction where the mortgaged property is located, which note and mortgage are hereby incorporated herein as a part of this instrument, and

\*\*Document #096902

WHEREAS, the undersigned, owner of said premises, has found it necessary and does hereby request a modification of the terms of said loan for the following reasons:\*

Said principal and interest shall be payable at such offices as the note holder may designate in 168 consecutive monthly installments of \$634.47 on the first day of January, 1992 and until the first day of each succeeding month thereafter until the principal and interest are fully paid on or before May 1, 2005.

AND WHEREAS, the parties desire to restate the modified terms of said loan so that there shall be no misunderstanding of the matter;

THEREFORE, it is hereby agreed that as a condition of this agreement, the unpaid balance of said indebtedness is

Sixty Four Thousand Two Hundred and ---49/100 Dollars (\$64,002.49 ),

all of which the undersigned promises to pay with interest at 8.00 % per annum until paid, and that the

same shall be payable Six Hundred Thirty Four and ---47/100 Dollars (\$ 634.47 ),

per month beginning on the 1st day of January 19 92, to be applied first to interest,

and balance to principal, plus a sum estimated to be sufficient to discharge taxes and insurance obligations (which estimated sum may be adjusted as necessary) and that in all other respects said mortgage contract shall remain in full force and effect.

Signed, sealed and delivered this 31st day of December 19 91

By Darlene L. Beerling (SEAL)  
Authorized Signature

ATTEST: Darlene L. Beerling, Exec. Vice President (SEAL)  
Secretary

\*Note: Strike out words "for the following reasons:" if not applicable.  
Subscribed and sworn before me this 31st day of December, 1991 - Commission 12/17/92

Alexis J. Grant

### CONSENT TO LOAN MODIFICATION

The undersigned endorser or endorsers, guarantor or guarantors, or other secondary obligor or obligors, including an original unreleased borrower or borrowers, hereby consent to the foregoing loan modification.

David E. Mears (SEAL)  
David E. Mears

SEE ATTACHED SIGNATURE PAGE (SEAL)

(NOTE: The above loan modification agreement, when signed, would be good only as against the present obligor or obligors. If it is desired to hold an endorser, guarantor, or other secondary party, including an original unreleased borrower, the above consent should be executed.)

THIS INSTRUMENT WAS PREPARED BY: Milan J. Kansky, President

900  
AT

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION



THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 12th day of September, A.D. 1978, creating Trust No. 1411 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 CENTIER BANK, as Trustee, solely 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 CENTIER 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 WITNESS WHEREOF, said CENTIER BANK has caused its name to be signed to these presents by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Vice President the day and year first above written.

CENTIER BANK, as Trustee  
aforesaid and not personally.

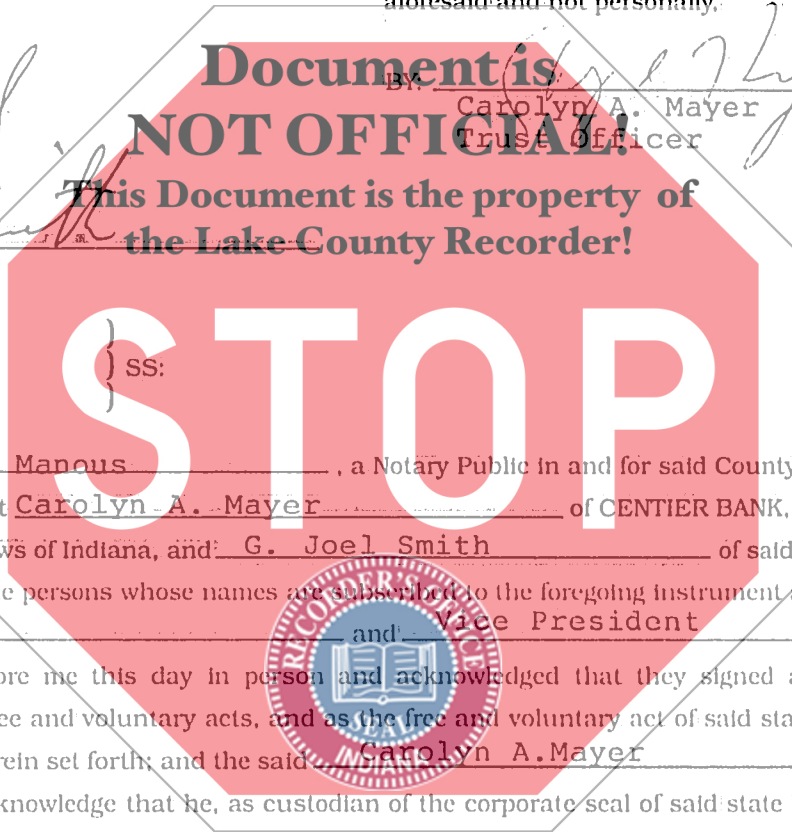
ATTEST:

G. Joel Smith  
Vice President  
STATE OF INDIANA

COUNTY OF LAKE

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ss:

I, Irene Manous, a Notary Public in and for said County in the State aforesaid; DO HEREBY CERTIFY, that Carolyn A. Mayer of CENTIER BANK, a state bank organized under the state banking laws of Indiana, and G. Joel Smith of said state bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice President

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 state bank as Trustee, for the uses and purposes therein set forth; and the said Carolyn A. Mayer did also then and there acknowledge that he, as custodian of the corporate seal of said state bank, did affix the said corporate seal of said state bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said state bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of December, 1991.

Irene Manous  
Irene Manous

NOTARY PUBLIC  
WHITE

My Commission Expires:

August 22, 1995

COUNTY OF RESIDENCE: LAKE

10/91