

92008935

LOAN NUMBER 01-84-01273

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 Howard M. and Joyce McLellan whose address is 1518 Harrison Avenue Dyer, IN 46311.

1.2 Note. As used in this Agreement, the term Note refers to a note made and executed by Borrower on August 5, 1987 evidencing Borrower's obligation to repay a loan made by FFSB to the Borrower in the amount of \$34,000.00. The Note was made payable to FFSB and carried an original initial interest rate of Eight and Three Quarters Percent (8.75%) 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 August 5, 1987 and recorded in the Office of the Recorder of Lake County, IN on August 7, 1987, Document Number 931982 granting FFSB a security interest in the following described property located in the State of Indiana :

THE NORTH 20 FEET OF LOT 101 AND THE SOUTH 40 FEET OF LOT 102, SUBURBAN TERRACE ADDITION, IN THE TOWN OF DYER, AS SHOWN IN PLAT BOOK 31, PAGE 94, IN LAKE COUNTY INDIANA.

Which has an address of 1518 Harrison Avenue, Dyer, IN 46311 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, January 21, 1992.

Principal	\$ 31,330.05
(Estimated Remaining Balance after 1-24-92 Payment)	
+Title Expense	\$ _____
+Late Charges	\$ _____
+Recording and Handling Fees	\$ 20.00
+Modification Fee	\$ 500.00
+Other Amounts Due:	
Interest due for	\$ _____
-Less Amount Paid at Closing	\$ 520.00
<b>BALANCE DUE</b>	<b>\$ 31,330.05</b>

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.



92-005591

STATE OF INDIANA  
OFFICE OF THE RECORDER OF DEEDS  
LAKE COUNTY, INDIANA

TICOR TITLE INSURANCE  
Crown Point, Indiana

1300  
to

1.8 Modify. As used in this Agreement, the terms Modify and Modified mean a change in the original terms of 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 Five Hundred Twenty and No/100 Dollars (\$520.00), at the time this Agreement is executed by the parties for service fee.

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 pay the principal balance due in bi-weekly principal and interest installments of One Hundred Fifty Eight and 89/100 Dollars (\$158.89) each, beginning on the 7th day of February, 1992, and continuing bi-weekly thereafter. The principal due date is the 15th day of October, 2004. If a Balloon Payment is due on the Principal Due Date, a large payment may be due; the Borrowers 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 9.00%.

3.4 The Borrower and FFSB agree that the maturity date shall be October 15, 2004 based on a 15 year amortization with bi-weekly payments.

3.5 The Borrower has agreed to pay Five Hundred Twenty and No/100 Dollars (\$520.00) at the time of closing.

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, Bi-Weekly Note Rider 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 24th day of January, 1992.

FFSB: First Federal Savings  
Bank of Indiana

**Document is  
NOT OFFICIAL!  
This Document is the property of  
the Lake County Recorder!**

BY: *C. S. Pratt*  
CRAIG S. PRATT  
ASSISTANT VICE PRESIDENT

*Howard M. McClellan*  
HOWARD M. MCCLELLAN

DATE: 1.31.92

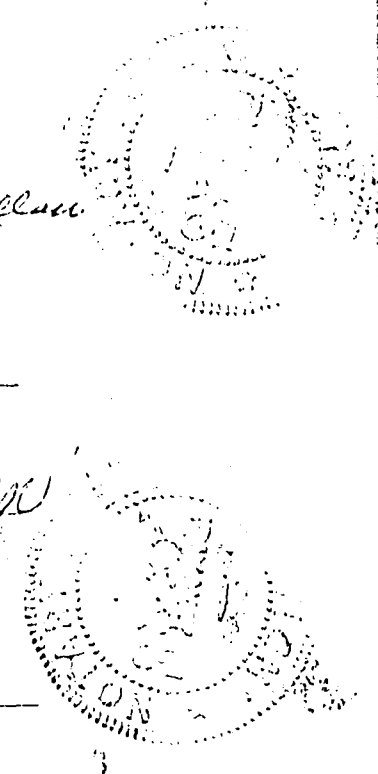
DATE: Jan. 18, 1992

ATTEST: *Karen Matthews*  
KAREN MATTHEWS  
ASSISTANT VICE PRESIDENT

*Howard M. McClellan*  
HOWARD M. MCCLELLAN

DATE: 1.31.92

DATE: Jan. 18, 1992



STATE OF INDIANA )  
 )SS:  
COUNTY OF LAKE )

3/5<sup>th</sup> Before me a Notary Public in and for said county and state, on the day of January, 1991 personally appeared CRAIG S. PRATT and KAREN MATTHEWS, the Assistant Vice Presidents 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:  
5.10.94

Resident of Lake County

Margarita Thompson  
Margarita Thompson Notary Public

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 Howard M. McClellan and Joyce A. McClellan this 18th day of January 1992, 1991.

My Commission Expires:  
December 28, 1995

Resident of Lake County

Marie E. Drescher  
Marie E. Drescher Notary Public



THIS AGREEMENT PREPARED BY: Kay Martin

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