- 1.1 Borrower. As used in this Agreement, the term Forrower refers to Scott B. Holman and Shelley T. Holman whose address is 2618 W. 65th Place, Merrillville, IN 46410,
- 1.2 Note. As used in this Agreement, the term Note refers to a note made and executed by Porrower on October 31, 1990 evidencing Borrower's obligation to repay a loan made by FFSB to the Porrower in the amount of \$110,000.00. The Note was made payable to FFSB and carried an original initial interest rate of Ten and One Quarter Percent (10.25%) 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 rortgagee on October 31, 1990, and recorded in the Office of the Newsday of take County, IN on November 5, 1990 Document Number 132582 granting FFSB a security interest in the following described producty localed in take County, State of Indiana:

This Document is the property of LOT 49 IN INNSBROOK, UNIT NO. 5, AS PER PLAT THEREOF, RECORDED IN PLAY BOOK 38 PAGE 85 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Which has an address of 2648 W. 65th Place, Mevrillville, TN 46410 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 ruke when due routhly payments of principal, interest, and any other amounts due under the terms of the Note and/or Mortgage.
- 1.5 Evalance Duc. As used in this Agreement, the form Evalence Duc vefers to the following amounts owed by Bornover to Fish as of the date of this instrument, January 31, 1992.

Principal
(Estimated Remaining Balance after 1-31-92 Payment)

+Title Expense +Late Charges +Recording Fee +Modification Fee +Other Amounts Due: Interest due for -Less Amount Paid at Closing

\$ \$ 20.00 \$ 518.00

\$\_\_\_\_\_\$\_\_\_\$\_\_\_\_\$

BALANCE DUE

\$ 103,697.81

Acceleration. As used in this Agreement, the term Acceleration means FESB's exercise of its right under the Note and Mortgage to require Porrower 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.

TICOR TITLE INSURANCE

1 1

1300

1.8 Modify. As used in this Agreement, the terms Modify and Modified mean a change in the original terms of the Note. ARTICLE 11 - RECITALS 2.1 FESB is the holder of the Note. 2.2 Porrower 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 Thirty Eight and No/100 Dollars (\$538.00), at the time this Agreement is executed by the parties for service fee. 2.4 Borrower has paid such amount. 2.5 FFSB and Porrower agree to a modification of the terms of the note and portgage 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 Pogrower's debt, and the mutual covenants and proprise Deciminate 18 th, the Borrower and FFSB agree as follows: (a) bi-weekly This Dooument is the property of ve Hundred Sixty Two and 68/180 Dollars (\$562,68) each, beginning on the 14th day of rebruary, 1992, and con and continuing bi-weekly thereafter. The Borrower will prepay real estate taxes and insurance, and any other escrowed items, as provided in the Mortgage in bi-weekly installments of Eighty and 52/100 Dollars (\$80.52) each, beginning on the 14th day of February 1992, and continuing bi-weekly thereafter, or until an analysis of the escrowed amount reveals a needed change in the stated amount of \$80.52 per bi-weekly payment. The Borrower's total bi-weekly payment will be Six Hundred Forty Three and 20/100 Dollars (\$643.20). The Principal Due Date is the 950 day of May, 2003. If a Balloon Payment is due on the Principal Due Date, a large payment may be due; the Perrowers and FFSB agree that FFSB is not obligated to refinince held wint. 3.3 The Borrower and FFSB agree that the 1980 or the shall bear interest at a fixed interest rate of 9.00%. 3.4 The Borrower has agreed to pay Five Hundred Thirty Kight and No/100 Dollars (\$538.00) at the time of closing. 3.5 The Borrower and FFSB agree that all terms, conditions, and convenants 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. 3.6 FESB and Borrower agree that nothing contained in this instrument or any present or prior statement, act, or failure to act by CESB constitutes a waiver of FPSP'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. 3.7 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. 3.8 FFSB and Borrower agree that this instrument completely Modifies Borrower's debt owed to EFSB, 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.

3.9 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 for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without FFSB's prior written consent, FFSB ray, at its option, require immediate payment in full of all sums secured by the Mortgage. However, FESB 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 railed within which Borrower must pay all sums secured by the Nortgage. If Porrower fails to pay these sums prior to the expiration of this period, FFSB may invoke any remedies permitted by the Nortgage without further notice or derand 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 Ralance Due, or any part thereof, either at low or in equity; and that the Mortgage will continue as a valid first lien upon such property for the reparagraph of the Ralance Due with interest at the time and in the manner hereinabove provided.

at the time and in the manner hereinabove provided.
IN WITNESS WHEREOF, ATSIS and the Exprover have executed this
instrument in one or more problem that the strument effective the 31st day of January, 1992.  the Lake County Recorder!
FFSB: First Federal Savings BORROWER:
BY: CRAIG S. PRAFT SCOTT B. HOLENN
DATE: 1-30-92
ATTEST: LALLY MALLOUS AND TOLING TO SILVOS AND SISTEMS VICE PRESIDENT
DATE: 1-31-92 DATE: 1/30/92

STATE OF INDIANA)
OUNTY OF LARE )

. . . . .

Priore me a Notary Public in and for said county and state, on the Solday of Johnson, 1992 personally appeared CRAIG S. PRATT and KAREN MATTHEMS, the Assistant Vice Presidents respectively of First Federal Savings Bunk of Indiana, who acknowledged execution of the foregoing instrument on behalf of First Federal Savings Bunk of Indiana.

My Commission Expires:

Resident of take County

Manyarita Troppion, Notinky Public

STATE OF INDIANA )

)88:

COUNTY OF TAKE

My Commission Expires:

Resident of Lake County

Document Blance Public Public

This Document is the property of the Lake County Recorder!

the Lake County Recorder!

THES AGREEMENT PREPARED BY: Kay Martin

FIRST EEDERAL SAVINGS BANK OF INDIANA 8400 Louisiana, Pox 11110 Merrillville, EN 46411 (219) 736-2644