This Agreement rade and entered into by and between First Federal Savings Bank of Indiana, formerly known as First Federal Savings & Lean Association of Cary, a United States corporation, ("FFSB") and the undersigned borrower(s) whose name(s) are indicated in Section 1.1 below.

## OARTICLE I - DEFINITIONS

- E.1 Porrower. As used in this Agreement, the term Porrower refers to George Stanley and Carmella Stanley whose address is 15902 Chestnut Road, Lowell, IN 46356.
- 1.2 Note. As used in this Agreement, the term Note refers to a note made and executed by Borrower on October 29, 1985 evidencing Borrower's obligation to repay a loan made by FFSB to the Borrower in the amount of \$84,000.00. The Note was made payable to FFSB and carried an original initial interest rate of Eleven Percent (11.00%) 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 mortgages on October 29, 1985, and recorded in the Office of the Recorder of Lake County, IN on November 8, 1985, Document Number 877002 granting his security interest in the following described property located in Take County, State of Indiana:

THE NORTH 1/2 OF THE MORTH 1/2 OF CHISCURISCULARS 1/4
OF SECTION 7, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL
MERIDIAN, IN LAKE COUNTY, INDIANA. EXCEPT THAT PART THEREOF DESCRIBED AS
FOLLOWS: BEGINNING AT THE SOUTHFAST CORNER OF SAID NORTH 1/2 OF THE NORTH
1/2 OF THE SOUTHWEST 1/4 OF THE NORTHFAST 1/4; THENCE NORTH, ALONG THE
EAST LINE THEREOF, 125 FEET TO A POINT; THENCE WEST, PARRALLEL TO THE
SOUTH LINE OF SAID 1/4 1/4 SECTION, 550 FEET TO A POINT; THENCE FAST, PARALLEL TO
THE SOUTH LINE OF SAID 1/4 1/4 SECTION, 550 FEET TO THE POINT OF
BEGINNING.

Which has an address of 13902 Chestnut Road parell, IN 46356 to secure the payment of the Note and to assure payment of the agreements contained in the Note.

- 1.4 Default. As used in this Agreement, the term Default refers to Porrower's failure to make when due non-this payments of principal, interest, and any other amounts due under Workers 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 31, 1992.

Principal \$ 60,925.26
(Estimated Remaining Balance after 1-31-92 Payment)

+Title Expense \$ \$ 
+Late Charges \$ \$ 
(Recording Fee \$ 20.00 
+Modification Fee \$ 500.00 
-Other Amounts Due: 
Interest due for \$ \$ 
-Less Amount Paid at Closing \$ 520.00 

BMIANCE DUE \$ 60,925.66

Acceleration. As used in this Agreement, the term Acceleration means FFSB's exercise of its right under the Note and Mortgage to require Porrower to pay immediately all outstanding principal, interest, and other arounts 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

1300

1.8 Modify. As used in this Agreement, the terms Modify and Modified mean a change in the oraginal terms of the Note. ARTICLE LI - 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 FESB 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 FESB agree as follows: Document is That Borrower with repay the principal balance due in bi-weekly principal and interest installments of Three (a) Hundred Eighty Four and 62/100 hallars (\$384.62) cack, beginning on the 14th day of February, 1992, and continuing bi-weekly therthe drake Countye Recorded real estate taxes and insurance, and any other escrowed items, as provided in the Mortgage in bi-weekly installments of Eighty Seven and 13/100 Dollars (\$87.13) 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 \$86.13 per bi-weekly payment. The Borrower's total bi-weekly payment will be Four Hundred Seventy One and 75/100 Dollars (\$471.75). The Principal Due Date is the 1st day of December, 2001. If a Balloam Passent is due on the Principal Due Date, a large passent may be due; the borrowers and FFSB agree that FTSB are not obligated to refinance that amount. 3.3 The Borrower and FFSE agree that the Jalance Sue shall bear interest at fixed interest rate of 9.00 %. 3.4 The Borrower has agreed to pay Five Hundred Twenty and No/100 Dollars (\$520.00) 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 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 lean document signed by Borrower as to any future default, including but not limited to Default as defined herein, by Porrower 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 Porrower's default. 3.8 FESB and Borrower agree that this instrument completely Modifies Porrower'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 bereafter accept Porrower's installment payments and apply them to the Balance Duc.

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 (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 Porrower notice of Acceleration. The Notice shall provide a period of not less than 30 days from the date the notice is delivered or willed within which Porrower must pay all sums secured by the Mortgage. If Dorrower 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 derand on Borrower.

## ARTICLE IV - WARRANTY

4.1 Borrower covenants and warrants that Porrower 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 region of the Balance Due with interest at the time and in the manner herein over 100 Mig. 15

The time and in the manner here in the first property for the property for the property of the constitute one instrument in one or more counterparts all of which constitute one instrument effective the line Document's theory of the Lake County Recorder!

FFSB: First Federal Savings

FARE: PROPERTY ASSISTANT VICE PRESIDENT

ANTEST: KARAN MATTHEWS

ASSISTANT VICE PRESIDENT

DATE: AM 39-1992

DATE: AM 39-1992

FRENTE OF INDIANA)

COUNTY OF LARE

(COUNTY OF LARE)

Before be a Notary Public in and for said county and state, on the day of Johnson , 1992 personally appeared CRAIGS. PRATE and KARLN MATTHEWS, 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: 5:10.99

Residents of Lake County

Mangarita Wompson, Notary Public

STATE OF INDIANA )

)88:

COUNTY OF TAKE

Subscribed and sworn to before me a Notary Public in and for said County and State, personally appeared GEORGE STANLEY AND CARMELLA STANLEY this 29th day of Jennocy 1992.

My Commission Expines:

Document 1s

Resident of Lake County

ROGER W. SMORT MAKER NOTARY FUELIC COMMISSION EDF. 02-08-01 This Document is the property of the Lake County Recorder!

STOP

THIS ACREAMENT PREPARED BY: Key Martin

FIRST FEDERAL SAVINGS BANK OF INDIANA 8400 Louisiana, Box 11110 Merrillyille, IN 46411 (219) 736-2644