

4097

452847 JD

92009803

MODIFICATION AGREEMENT

This Agreement made this 29th day of January, 1992 between Peoples Bank, A Federal Savings Bank of Munster, Indiana (Hereinafter the Bank) and Leroy J. Stuba and Mary Lynn Stuba, Husband and Wife (Hereinafter the Mortgagor) Witnesseth:

1. The Mortgagor executed a certain promissory note dated June 5, 1991 whereby the Mortgagor promised to pay the Bank the sum of One Hundred Thirty Two Thousand and 00/100 (\$132,000.00).

2. The aforementioned note of the mortgagors is secured by a mortgage recorded on June 10, 1991 as Document No. 91028383 in the Recorder's Office of Lake County Indiana upon the following described real estate:

LOT 25, BLOCK TWO, BRIAR RIDGE COUNTRY CLUB ADD., UNIT TWO, A PLANNED UNIT DEVELOPMENT, IN THE TOWN OF SCHERERVILLE, AS SHOWN IN PLAT BOOK 61, PAGE 26, IN LAKE COUNTY, INDIANA.

Commonly known as: 1243 Inverness Court, Schererville, Indiana 46375

3. Mortgagor represents 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 express condition that the lien of the aforesaid mortgage held by Bank is a valid, first lien and further upon the express understanding that breach of said condition shall void this agreement, the parties hereby agree to the following terms:

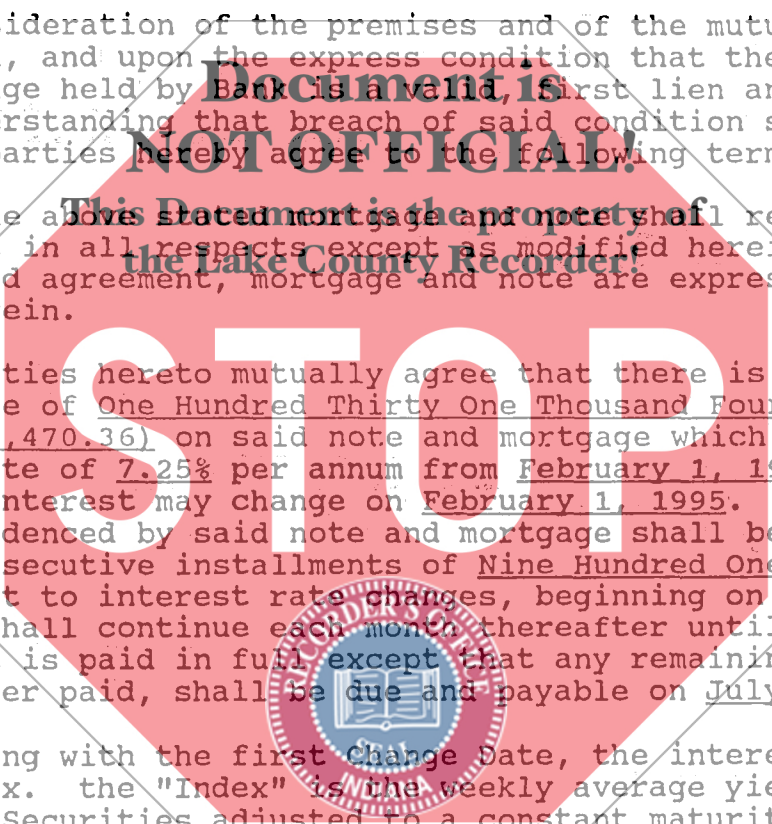
a. That the above stated mortgage and note shall remain in full force and effect in all respects except as modified herein. The covenants of said agreement, mortgage and note are expressly incorporated by reference herein.

b. The parties hereto mutually agree that there is an outstanding principal balance of One Hundred Thirty One Thousand Four Hundred Seventy and 36/100 (\$131,470.36) on said note and mortgage which shall bear interest at a rate of 7.25% per annum from February 1, 1992 until January 31, 1995. The interest may change on February 1, 1995. The principal and interest evidenced by said note and mortgage shall be paid by Mortgagor in consecutive installments of Nine Hundred One and 87/100 (\$901.87) subject to interest rate changes, beginning on the 1st day of March 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 July 01, 2021.

c. 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 give notice of this choice.

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION



FEB 16 1 25 PM '92

900  
CT

d. Before each Change Date, the Note Holder will calculate the new interest rate by adding 2.625% 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 July 1, 2021 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.

f. 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 12.9%

h. The minimum yearly interest rate that will be charged is 6.50%.

i. Interest rate adjustments will not exceed 2.00% per change period.

In Witness Whereof, the Parties have set their hands and seals hereto.

**Document is NOT OFFICIAL!**  
**This Document is the property of Peoples Bank, A Federal Savings and Loan Association of the Lake County Recorder!**

*Leroy J. Stuba*

Leroy J. Stuba,

*Mary Lynn Stuba*

Mary Lynn Stuba

By: *Daniel W. Moser*

DANIEL W. MOSER

COUNTY OF LAKE )

STATE OF INDIANA )

Before me the undersigned, a Notary Public in the aforesaid County and State, on this 29th day of January, 1992 personally appeared Leroy J. Stuba, Mary Lynn Stuba and Daniel W. Moser and acknowledged the execution of the modification agreement dated this 29th day of January, 1992.



*Elizabeth A. Ehlert*  
Notary Public

Notary Public Printed Name: Elizabeth A. Ehlert

My Commission Expires: 9-28-93 Res of Lake Co

This Instrument Prepared By:  
Frank J. Bochnowski  
Attorney at Law  
9204 Columbia Ave.  
Munster, IN 46321  
(219) 836-9828