THE

This Agreement made this 29th day of <u>January</u>, 1992 between Peoples Bank, A Federal Savings Bank of Munster, Indiana (Hereinafter the Bank) and George Dimopoulos and Georgia Dimopoulos, Husband and Wife (Hereinafter the Mortgagor) Witnesseth:

- 1. The Mortgagor executed a certain promissory note dated July 12, 1988 whereby the Mortgagor promised to pay the Bank the sum of Forty Three Thousand and 00/100 (\$43,000.00).
- The aforementioned note of the mortgagors is secured by a mortgage recorded on July 18, 1988 as Document No. 987381 in the Recorder's Office of Lake County Indiana upon the following described real estate:

LOT 9, TWIN CREEK, BLOCK TWO, TO THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 49, PAGE 1, AND AS AMENDED BY CERTIFICATE OF CORRECTION DATED AUGUST 30, 1978, AND RECORDED OCTOBER 10, 1978 AS DOCUMENT NO. 495144, IN LAKE COUNTY, INDIANA.

Commonly known as:1316 Brookside Drive, Munster, Indiana 46321

- INSURANCE INSURANCE
- 4. In consideration of the premises and of the mutual agreement herein contained, and upon the express condition (1) that the lien of the aforesaid mortgage held by Bank is a valid, first hien and (2) that there is no second mortgage or lien to the mortgage held by Mortgagee and further upon the express understanding that breach of either condition shall void this agreement, the parties hereby agree to the following terms: the Lake County Recorder!
- 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 Twenty Eight Thousand Nine Hundred Thirteen and 17/100 (\$28,913.17) on said note and mortgage which shall bear interest at a rate of 7.875% per annum from February 1, 1992 until January 31, 1995. The interest may change on February 1, 1995 and on that day every twelve months thereafter. The principal and interest evidenced by said note and mortgage shall be paid by Mortgagors in consecutive installments of Two Hundred Sixty One and 30/100 (\$261.30) 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 last not sooner paid, shall be due and navable on August 1, 2008 payable on August 1, 2008
- 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".

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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.

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 <u>August 01, 2008</u> at your new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payment.

- The new interest rate will become effective on each Change Date. 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.
 - The maximum yearly interest rate that will be charged is 13.75%
 - The minimum yearly interest rate that will be charged is 7.375%
 - Interest rate a fustments will the present y 2.00% per change the Lake County Recorder! period/

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

Corene Umorro - 27	Bank
George Dimopoutos	
Lewissia Larropolo	By: I Give & Mon
Georgia Dimopoulos	Daniel W Moser, Vice President
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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 George Dimopoulos, Georgia Dimopoulos, Daniel W. Moser

and acknowledged the execution of the modification agreement dated this 29th day of January , 1992. otary Publi

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Peoples Bank, A Federal Savings

Notary Public	Printed Name:	Elizabet	h A Ehlin
My Commission	Expires:	9-28-93	Res. of Lake County

This Instrument Prepared By: Frank J. Bochnowski, Attorney at Law 9204 Columbia Ave., Munster, IN 46321, (219) 836-9690