

92012264

MODIFICATION AGREEMENT

This Agreement made this 31st day of January, 1992 between Peoples Bank, A Federal Savings Bank of Munster, Indiana (Hereinafter the Bank) and Wayne L. Moser and Ameer M. Moser, Husband and Wife (Hereinafter the Mortgagor) Witnesseth:

1. The Mortgagor executed a certain promissory note dated May 31, 1991 whereby the Mortgagor promised to pay the Bank the sum of One Hundred Thirty Six Thousand and 00/100 (\$136,000.00).

2. The aforementioned note of the mortgagors is secured by a mortgage recorded on June 6, 1991 as Document No. 91027962 in the Recorder's Office of Lake County Indiana upon the following described real estate:

LOT 20, PLEASANT ACRES ADDITION, IN THE TOWN OF HIGHLAND, AS SHOWN IN PLAT BOOK 51, PAGE 105, IN LAKE COUNTY, INDIANA

Commonly known as: 8925 Liable Road, Highland, Indiana 46322

3. Mortgagor represents that there are no other subsequent liens now outstanding against the real estate property described in the aforesaid mortgage held by Bank, and 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 (1) that the lien of the aforesaid mortgage held by Bank is a valid, first lien 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:

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 Thousand and 00/100 (\$100,000.00) 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 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 Nine Hundred Twelve and 86/100 (912.86) 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 February 1, 2007.

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.

ROBERT (BOB) FREELAND  
RECORDER

FEB 28 10 20 AM '92

STATE OF INDIANA/S.S.NO.  
LAKE COUNTY  
FILED FOR RECORD

220 Pleasant Acres Add 5/1/05

INDIANA TITLE INSURANCE COMPANY  
INDIANA DIVISION

900  
CX

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 February 1, 2007 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.

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Peoples Bank, A Federal Savings Bank

Wayne L. Moser  
Wayne L. Moser

By: Patricia J. Mrvan  
Patricia J. Mrvan, Assistant Secretary

Ame M. Moser  
Ame M. Moser

COUNTY OF LAKE )  
STATE OF INDIANA )

Before me the undersigned, a Notary Public in the aforesaid County and State, on this 31st day of January, 1992, personally appeared Wayne L. Moser, Ame M. Moser, Patricia J. Mrvan and acknowledged the execution of the modification agreement dated this 31st day of January, 1992.



Elizabeth A. Ehlin  
Notary Public

Notary Public Printed Name: Elizabeth A. Ehlin

My Commission Expires: 9-28-93

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