LOAN NUMBER 01-84-03277

#### MODIFICATION AGREEMENT

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

### ARTICLE I - DEFINITIONS

- 1.1 Borrower. As used in this Agreement, the term Borrower refers to James E. Lamont and Sandra A. Lamont whose address is 219 Blick View Drive Schererville, 1N 46375.
- 1.2 Note. As used in this Agreement, the term Note refers to a note made and executed by Borrower on August 31, 1988 evidencing Borrower's obligation to repay a loan made by FFSB to the Borrower in the amount of \$31,000.00. The Note was made payable to FFSB and carried an original initial interest rate of Nine and Three Quarters Percent (9.75%) per annum.
- 1.3 Mortgage. As referred to in this Agreement, the term Mortgage means a mortgage given by Borrower as mortgager, to TTSB as inortgages on August 31, 1988 and recorded in the Office of the Recorder of Lake County, IN on September 8, 1988, Document Number 996230 granting FTSB a security interest in the following described property located in Lake County, State interest in the following described property Lake County, State This Document is the property of of Indiana:

LOT 48 IN HILBRICHAUS ACRES SECOND ADDITION TO JUHE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 63 PAGE 29, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Which has an address of 219 Blick View Drive, Schererville, IN 46375 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 make when due monthly payments of principal, interest, and any other amounts due under the toms 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, February 21, 1992.

Principal 'Estimated Remaining Balance after	\$ 28,330.99 2-21-92 Payment)
+Title Expense +Late Charges +Recording Fee +Modification Fee +Other Amounts Due:	\$\\\\$\\\$\\\$\\\\$\\\$\\\$\\\$\\\$\\\$\\\$\\\$\\\$
Interest due for -Less Amount Paid at Closing	\$ \$ 520.00
BALANCE DUE	\$ 28,330,99

Acceleration. As used in this Agreement, the term Acceleration means FFSB's exercise of its right under the Note and Mortgage to require Borrower 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 Crown Point, Indiana

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 - RECTTALS

- 2.1 FFSB is the holder of the Note.
- 2.2 Borrower has requested that FFSB modify the terms of the Note.
- 2.3 FFSB is willing to Modify the Note if Porrower 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 FFSB agree as follows:
  - That Borrower will reply the principal balance due in bi-weekly principal and interest installments of one Hundred Forty Five And 70/100 Pollars (\$145,790 cachty beginning on the 6th day of March, 1992, 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 One Hundred Forty Four and 23/100 Dollars (\$144.23) each, beginning on the 6th day of March 1992, and continuing bi-weekly thereafter, or until an analysis of the escrowed amount reveals a needed change in the stated amount of \$144.23 per bi-weekly payment. The Borrower's total bi-weekly payment will be Two Hundred Ninety and 02/100 Dollars (\$290.02). The Principal Due Date is the 29th day of October, 2004. If a Balloon Payment is due on the Principal Due Date 7 barge payment may be due; the Borrowers and FFSB agree that FESB is not obligated to refinance that amount.
- 3.3 The Borrower and FFSB agree that the Balance Sue shall bear interest at a fixed interest rate of 9.25%.
- 3.4 The Borrower and FFSB agree that the Principal Due Date shall be October 29, 2004 based on a 15 year amortization with bi-weekly payments.
- 3.5 The Borrower has agreed to pay Five Hundred Twenty and No/100 Dollars (\$520.00) at the time of closing.
- 3.6. 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.
- 3.7 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 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.
- 3.8 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.
- 3.9 FFSB and Borrower agree that this instrument completely Modifies Borrower'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 hereafter accept Borrower's installment payments and apply them to the Balance Due.

3.10 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 Borrower notice of Acceleration. The Notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Mortgage. If Borrower 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 demand 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 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 repayment of the Balance Due with interest at the time and in the manner hereinabove provided.

IN WITNESS WHEREOF, FFSB and the Borrower have executed this instrument in one or more counterparts all of which constitute one instrument effective the 21st day of February, 1992.

This Document is the property of the Lake County Recorder!

BY:

CRAIG S. PRATT
ASSISTANT VICE PRESIDENT

DATE:

ATTEST:

ATTEST:

ATTEST:

ATTEST:

ASSISTANT VICE PRESIDENT

DATE:

DA

STATE OF INDIANA)
)SS:
COUNTY OF LAKE )

Before me a Notary Public in and for said county and state, on the and for said county and state, on the day of February, 1992 personally appeared CRAIG S. PRATT and KAREN MATTHEWS, the Assistant Vice Presidents respectively of First Federal Savings Bank of Indiana, who acknowledged execution of the foregoing instrument on behalf of First Federal Savings Bank of Indiana.

My Commission Expires: 5-10-04

Resident of Lake County

Mangardol Thempers, Notary Public

STATE OF INDIANA )

)SS:

COUNTY OF LAKE

Subscribed and sworn to before me a Notary Public in and for said County and State, personally appeared CAMES TO CAMONI AND SANDRA A. LAMON this 154 day of Activity, 1992.

My Commission Expires:

Cupul 291993/ This Document is the property of

Resident of Lake County the Lake County Recorder

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THIS AGREEMENT PREPARED BY: KAY MARTIN

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