IOAN NUMBER 01-01-02119

92013486

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 Cary, 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 Blagoje Rafailovic whose address is 1122 Beacon Street, Fast Chicago, IN
- 1.2 Note. As used in this Agreement, the term Note refers to a note made and executed by Borrower on October 31, 1984 evidencing Borrower's obligation to repay a loan made by FFSB to the Borrower in the amount of \$19,200.00. The Note was made payable to FFSB and carried an original initial interest rate of Fourteen and Three Quarters Percent (14.75%) per annum.

 $igotimes_i$ 1.3 Mortgage. As referred to in this Agreement, the term Mortgage means a mortgage given by Borrower as mortgager, to FESB as mortgagee on October 31, 1984 and recorded in the Officer of the Recorder of Take County, IN on November 7, 1984, Document Number 779096 granting FFSB a security interest County State of in the following described pro-Indiana

LOT 16 IN BLOCK 4 IN BESUBDIVES ON OF BLOCKS 193 144 P19 POTS Y1 2 TO 38 IN P BLOCK 16 AND BLOCKS 17, 26, 271 & 18 IN THE PART OF EAST CHICAGO LYING IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 9 2ND P.M., IN THE CITY OF EAST CHICAGO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 5 PAGE 27, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Which has an address of 1122 Beacon Street, East Chicago, IN 46312 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, breatern Default refers to Borrower's failure to make when due monthly payments of principal, interest, and any other amounts due under the terms 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 PMSR as of the date of this instrument, January 31, 1992.

Principal 15,258.10 (Estimated Remaining Balance after 1-1-92 Payment)

+Title Expense	S
+Late Charges	\$
+Recording Fee	\$ 20.00
+Dec.1 & Jan.1 Payment	\$ 480.00
+Other Amounts Due:	
Interest due for January	\$ 123.97
-Less Amount Paid at Closing	\$ 623.97
BALANCE DUE	s 15.258.10

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.

FICOR TITLE INSURA INSURANCE

1.8 Modify. As used in this Agreement, the terms Modify and Modified mean a change in the original terms of the Note.

ARTICLE II - 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 FFSB is willing to Nodify the Note if Borrower agrees to pay a total amount of Six Hundred Twenty Three and 97/100 Dollars (\$623.97), 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 repay the principal balance due in bi-weekly principal and interest installments of Ninety Nine and 85/100 Porlars (\$99.85) each, beginning on the clath day of February, 1992, and continuing bi-weekly thereafter. The borrower will prepay reaf estate taxes and insurance, and any other escrowed items, as provided in the Mortgage in bi-weekly installments of Twenty and 16/100 Pollars (\$20.16) 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 \$20.16 per bi-weekly payment. The Borrower's total bi-weekly payment will be One Hundred Twenty and No/100 Pollars (\$120.00). The Principal Due Pate is the 1st day of November, 2004. If a Balloon Payment is due on the Principal Due Date, a large through may be due; the Borrowers and FFSB agree that FFSB is not obligated to refinance that amount.

ESCROW CLAUSE

The Borrower and FFSB agree that whenever a third bi-weekly payment is made during one month, the third payment will a spread as follows: any accrued interest will be collected and the remainder of the payment will be applied to principal. There will be no payment to the escrow fund.

- 3.3 The Borrower and FFSB agree that the Balance Due shall bear interest at an interest rate of 9.75%.
- 3.4 The Borrower and FFSB agree that Stevan Todorcevic and Trene Todorcevic shall be added to the Note and Mortgage as additional Borrowers, agreeing to all terms and conditions as set forth in the Note and Mortgage.
- 3.5 The Borrower has agreed to pay Six hundred Twenty Three and 97/100 Dollars (\$623.97) 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 Mcdifies 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 for 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

NOT OFFICIAL!

4.1 Borrower covenants and warrants that Forrower is the owner of the secured property described in the advante County bleton destinged 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 WEINESS WHEREOF, FESB and the Borrowei	r have executed this
instrument in one or more counterparts all of	
instrument effective the 31st day of January,	1992.
FFSB: First Federal Savings Bank of Indiana	EXORNOGAER:
BY: CRAIG S. PRATT ASSISTANT VICE PRESIDENT	THAGOJE RAFAILOVIC
DATE: 2-28.92	DATE: 1/29/97
ATTEST: KAREN MATTHEWS ASSISTANT VICE PRESIDENT	Stevan Todorcevic
DATE: $2-2892$	DATE: 1/29/91 TRENE TOPORCEVIC

DATE: 1-29-97

STATE OF INDIANA)

)ss:

COUNTY OF LAKE)

Before me a Notary Public in and for said county and state, on the day of February, 1991 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: 5.10.94

Resident of Lake County

Margarita Thompson, Notary Bublic

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 Biogram Refer Toyle, Shevan Todorcevic, and Irene Todorcevic this 394 day of January 1992

My Commission Expires:

Resident of Lake County

the Lax County Recorder!
Theresa A Kalinar Notary Public

THIS AGREEMENT PREPARED BY: KAY MARTIN

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