This Agreement made this <u>26th</u> day of <u>February</u>, <u>1992</u> between Peoples Bank, A Federal Savings Bank of Munster, Indiana (Hereinafter the Bank) and Joseph Y. Lee and Lois Bic Lee, Husband and Wife (Hereinafter the Mortgagor) Witnesseth:

- 1. The Mortgagor executed a certain promissory note dated <u>August 30</u> 1990 whereby the Mortgagor promised to pay the Bank the sum of <u>Sixty</u> Thousand and 00/100 (\$60,000.00).
- 2. The aforementioned note of the mortgagors is secured by a mortgage recorded on <u>September 7, 1990</u> as Document No. <u>122046</u> in the Recorder's Office of Lake County Indiana upon the following described reals estate:

ROISIAID LOT 42, BRIAR CREEK ADDITION TO THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 65, PAGE 44, IN LAKE COUNTY, INDIANA.

Commonly known as:10325 Fox Run, Munster, Indiana 46321

- Mortgagor represents that the lien of the aforesaid mortgage held by Bank is a valid, first, and subsisting lien on said real property.
- 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 that breach of said condition shall void this agreement, the parties hereby agree to the following terms:
- a. That the above stated nortgage and note shall remain in full force and effect in all respects except as modified herein. The covenants of said agreement, mortgage candidates expressly incorporated by reference hereim. the Lake County Recorder!
- b. The parties hereto mutually agree that there is an outstanding principal balance of Fifty Seven Thousand Eighty Dollars and 92/100 (57,080.92) on said note and mortgage which shall bear interest at a rate of 7.50% per annum from March 1, 1992 until February 28, 1995. The interest may change on March 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 Five Hundred Sixty One and 34/100 (\$561.34) subject to interest rate changes, beginning on the 1st day of April, 1992 and shall continue each month thereafter until the entire indebtedness due is paid in full except that any remaining indebtedness due, it not sooner paid, shall be due and payable on <u>September 1, 2005</u>.
- 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.

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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>September 1, 2005</u> 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 13.25%
 - h. The minimum yearly interest rate that will be charged is 6.90%.
 - i. Interest rate adjustments will not exceed 2.00% per change period.

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

This Document is the property of
the Lake County doctors hank, A Federal Savings
Bank

Joseph V. Lee

DANIEL W. MOSER, VICE PRESIDENT

COUNTY OF LAKE

STATE OF INDIANA

Before me the undersigned, a Notary Fublic in the aforesaid County and State, on this 28th day of February 1992 personally appeared

Joseph V. Lee, lois Bit. Lee, and Endel W. Moser
and acknowledged the execution of the modification agreement dated this
Notary Public Printed Name: Elizabeth A. Ehlin

My Commission Expires: 9-28-9

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