92041327

4428R9 XP9

NOTE AND MORTGAGE MODIFICATION and FOREBEARANCE AGREEMENT

THIS AGREEMENT entered into this 28th day of May, 1992, by and between MERCANTILE NATIONAL BANK OF INDIANA, in its corporate capacity, First Party; and ROBERT J. WILTJER: and DAWN M. WILTJER, husband and wife, hereinafter called Second Party;

WITNESSETH:

WHEREAS, on the 11th day of May, 1989, Second Party executed their certain promissory note in the principal sum of TWENTY THOUSAND and NO/100 Dollars (\$20,000.00), which note was payable to the First Party in consecutive monthly installments of FOUR HUNDRED*FIFTY TWO and 51/100 Dollars (\$452.51) for principal and interest, with interest at the rate of TWELVE and THREE QUARTERS (12 3/4%) per cent per annum, the first installment falling due July 1, 1989 and the final balance due and payable June 1, 1994; and

mortgage of even date, executed by Whereas, said note was the sum of TWENTY Second Parties to MERCANTIL THOUSAND, and NO/200 Dollars (\$20,000-00); said mortgage was recorded May 26, 1989, as Document No. 038785/in the Recorder's Office of Lake County, Indiana; and

WHEREAS, it was the desire of the Second Party to increase the amount of the above mentioned Note and Mortgage from the present outstanding balance of EIGHTEEN THOUSAND FIVE HUNDRED TWENTY ONE and 15/100#Dollars (\$18,521.15) to TWENTY TWO THOUSAND FIVE HUNDRED and NO. 100 Dollars (\$22,500.00) with interest at the rate of TWELVE (12.00%) per cent per annum rather than TWELVE and THREE-QUARTERS (12 3/4%) per cent per annum, with monthly installments to principal and interest in the amount of TWO HUNDRED SEVENTY and 04/100 Dollars (\$270.04), rather than FOUR: HUNDRED*FIFTY TWO and 51/100 Dollars (\$452.51), with the first payment under this Agreement to be due April 1, 1990, and the date of final payment to be March 1, 2005; and

WHEREAS, it is the desire of the Second Party to request of the First Party a Forebearance of the existing delinquency and out-of-pocket expenses on the aforementioned note and mortgage, with the accumulated to-date iderest and other related expenses in the amount of SIX THOUSAND ONE HUNDRED EIGHTY SIX and 56/100 Dollars (\$6,186.56) being added to the present principal out standing balance of TWENTY ONE THOUSAND ONE HUNDRED SEVENTY TWO and 32/100 Dollars (\$21,172.32) for a total principal outstanding balance of TWENTY SEVEN THOUSAND THREEE HUDNRED FIFTY EIGHT and 88/100-Dollars (\$27,358.88), with the final payment to remain at March 1, 2005 at which time there will be due and

CHICAGO TITLE INSURANCE COMPANY

ROSSIVIO KNAIDINI

owing asprincipal plus interest amount of SEVEN THOUSAND EIGHT HUNDRED TEN and 52/100 Dollars (\$7,810.52), with interest remaining at TWELVE per cent (12.00%) per annum; the loan is to be brought to a current status with the first payment under this Agreement being due June 1, 1992 rather than February 1, 1991, and principal and interest payments to be in the amount of THREE HUNDRED TWENTY EIGHT and 36/100 Dollars (\$328.36) rather than TWO HUNDRED SEVENTY and 04/100 Dollars (\$270:04).

NOW THEREFORE, in consideration of the mutual benefits to be derived from the aforementioned Forebearance including the change in the principal outstanding balance and the amount of monthly principal and interest payments, but with no change in the interest rate or date of final payment of the above referred to note and mortgage, it is hereby agreed that:

TWENTY SEVEN THOUSAND THREE HUNDRED FIFTY FIGHT and 88/100 Dollars (\$27,358.88); the interest rate shall remain at TWELVE per cent (12:00%) per annum; the amount of monthly interest and principal nexwertershall be HANDRED TWENTY EIGHT and 36/100 Dollars (\$328.36), the date of that payment shall remain at March 1, 2005, with the first payment under this Agreement to be due June 1, 1992.

IT IS FURTHER AGREED that all provisions of the mote and mortgage, therein referred to, shall continue in full force and effect except as modified by this Agreement.

Attest:

Vice President

MERCANTILE NATIONAL BANK OF INDIANA

and

Robert J. Wiltjer

Dawn M. Wilther

State of Indiana) County of Lake) 88:

Before me, the undersigned, a Notery Public in and for said County, this 28th day of May, 1992, came Harry E. Deskin and John P. Etter, Vice Presidents, respectively, of Mercantile National Bank of Indiana and acknowledged the execution of the foreqoing instrument.

My complesion expires: 2-4-95 County of Residence:

Polimec

State of Indiana) County of Lake

Before me, the undersigned, a Notary Public in and for said County, this 13 day of wife, 1992, came Robert J. Witljer and Dawn M. Wiltjer, husband and wife, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

My commission expires: 2-4-95 County of Residence: Cake-

William I. Fine

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!