

2-1007540-6

Peoples Bank

MODIFICATION AGREEMENT

92070385

This Agreement made this 26th day of October, 1992 between Peoples Bank, A Federal Savings Bank of Munster, Indiana (Hereinafter the Bank) and John A. McAleer and Marcia S. McAleer, Husband and Wife (Hereinafter the Mortgagor) Witnesseth:

1. The Mortgagor executed a certain promissory note dated August 22, 1984 whereby the Mortgagor promised to pay the Bank the sum of One Hundred Twenty Thousand Six Hundred Dollars and 00/100 (\$120,600.00).

2. The aforementioned note of the mortgagors is secured by a mortgage recorded on August 28, 1984 as Document No. 770427 in the Recorder's Office of Lake County Indiana upon the following described real estate:

LOT 77 IN PINE ISLAND RIDGE UNIT 37 IN THE TOWN OF SCHERERVILLE AS SHOWN PER PLAT THEREOF RECORDED IN PLAT BOOK 49 PAGE 134 IN THE OFFICE OF THE RECORDER IN LAKE COUNTY, INDIANA.

Commonly known as: 8808 Hanley Lane, Crown Point, Indiana 46307

3. Mortgagor represents 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 that the lien of the aforesaid mortgage held by Bank is a valid, first lien and further upon the express understanding that breach of said 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 Sixty Thousand Eight Hundred Twenty and 05/100 (\$60,820.05) on said note and mortgage which shall bear interest at a rate of 5.75% per annum from November 1, 1992 until October 31, 1993. The interest may change on November 1, 1993 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 Eight Hundred Five and 19/100 Dollars (\$805.19) subject to interest rate changes, beginning on the 1st day of December, 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 September 30, 2000.

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.

TICOR TITLE INSURANCE
Crown Point, Indiana



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LAKE COUNTY
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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 September 30, 2000 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 12.00%

h. The minimum yearly interest rate that will be charged is 5.50%.

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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By: Daniel W Moser
Daniel W. Moser - Vice President

John A. McAleer
John A. McAleer

Marcia S. McAleer
Marcia S. McAleer

COUNTY OF LAKE)
STATE OF INDIANA)



Before me the undersigned, a Notary Public in the aforesaid County and State, on this 26th day of October, 1992, personally appeared John A. McAleer and Marcia S. McAleer and Daniel W. Moser and acknowledged the execution of the modification agreement dated this 26th day of October, 1992.

County of Residence - Lake
Shannon E. Lewis
Notary Public

Notary Public Printed Name: Shannon E. Lewis

My Commission Expires: March 8, 1996

This Instrument Prepared By:
Frank J. Bochnowski
Attorney at Law
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