MODIFICATION AGREEMENT

PEOPLES BANK, F8B MORTGAGE DEPARTMENT 9204 COLUMBIA AVENUE MUNSTER, IN 46521

This Agreement made this  $\frac{23RD}{}$  day of November, 1993 between People Bank, A Federal Savings Bank of Munster, Indiana (Hereinafter the Bank) 23RD day of November, 1993 between Peoples and Constance A. Juranovich (Hereinafter the Mortgagor) Witnesseth:

- The Mortgagor executed a certain promissory note dated March 28, 1991 whereby the Mortgagor promised to pay the Bank the sum of Eighty Thousand and 00/100 Dollars (\$80,000.00).
- The aforementioned note of the mortgagors is secured by a mortgage recorded on April 2, 1991 as Document No. 91014816 and Re-Recorded April 22, 1991 as Document No. 91018954 in the Recorder's Office of Lake County Indiana upon the following described real estate:

PART OF LOT 7 IN SPRINGVALE FARMS COURT "M", IN THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 163 PAGE 527.9 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND CORRECTED. BY CERTIFICATE OF CORRECTION RECORDED APRIL 2, 1990 AS DOCUMENT NO. 092725, MORE PARTICULARY DESCRIBED AS FOLLOWS: COMMENCING ATOTHE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 71 DEEGREES 00' 05" EAST ALONG THE NORTHERLY LINE OF SAID LOT 7 A DISTANCE OF 81.61 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED PARCEL; THENCE CONTINUING BOUTH ? 71 DEGREES 00' 05" EAST, 32.76 FEET; THENCE SOUTH 12 DEGREES 597 54" WEST 100.55' MORE OR LESS TO THE SOUTHERLY LINE OF SAID LOT 7; THENCE

- 3. Mortgagor represents that the lief of the aforesaid mortgage held is a valid. This Dendrand substituting lief on said real property.

  4. In consideration of the express condition aforesaid mortgage held by Bank is a valid, and upon the express condition aforesaid mortgage held by Bank is a valid. The express condition aforesaid mortgage held by Bank is a valid. The express understanding and upon the express condition the mutual agreement, the
- 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.
- The parties hereto mutually agree that there is an outstanding, principal balance of Seventy Eight Thousand Two Hundred Twenty Three and 96/100 Dollars (\$78,223.96) on said note and mortgage which shall bear interest at a rate of 5.75% per annum from December 1, 1993 until November 30, 1996. The interest may change on December 1, 1996 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 Forty Nine and 20/100 Dollars (\$549.20) subject to interest rate changes, beginning on the 1st day of January, 1994 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 December 1, 2013.

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.

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>December 1, 2013</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 11.25%
  - 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.

Constance A. Joranovich

Peoples Bank, A Federal Savings

By: 1 Jelunum

Daniel W. Moser, Vice President

COUNTY OF LAKE

STATE OF INDIANA

Before me the undersigned, a Notary Public in the aforesaid County and State, on this 23rd day of November DIA 23 personally appeared Constance A. Juranovich and Daniel W. Møser

and acknowledged the execution of the modification agreement dated this 23rd day of November, 1993.

Notary Public

Notary Public Printed Name: Sharon V. Vacendak.

My Commission Expires: 1-1-94 Resident of Lake County.

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