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## MODIFICATION AGREEMENT

PEOPLES BANK, FSB MORTGAGE DEPARTMENT 9204 COLUMBIA AVENUE **MUNSTER. IN 46321** 

This Agreement made this 23rd day of November, 1993 between Peoples Bank, A Federal Savings Bank of Munster, Indiana (Hereinafter the Bank) and Joseph S. Van Bokkelen and Sally W. Van Bokkelen. Husband and Wife (Hereinafter the Mortgagor) Witnesseth:

- The Mortgagor executed a certain promissory note dated April 15, 1992 whereby the Mortgagor promised to pay the Bank the sum of Sixty Five Thousand and 00/100 Dollars (\$65,000.00).
- The aforementioned note of the mortgagors is secured by a mortgage recorded on April 20, 1992 as Document No. 92023616 in the Recorder's Office of Lake County Indiana upon the following described real

LOT 14 IN GLENDALE, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 5 PAGE 43. IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as: 38 Glendale Park, Hammond, Indiana 46320

- by Bank is a valid, first, and subsisting lien on said real property.
- Mortgagor represents that the lien of the aforesaid mortgage held is a valid, first, and subsisting lien on said real property.

  In consideration of the premises and of the mutual agreement ontained, and upon the express condition that the lien of the mortgage held by Bank is a valid, first kien and further upon ass understanding that breach of said condition shall void this t, the parties hereby agree to the following terms:

  This Document is the property of that the above stated mortgage and note shall remain in full effect in all respects except as modified herein. The covenants agreement, mortgage and note are expressly incorporated by herein. herein contained, and upon the express condition that the lien of the aforesaid mortgage held by Bank is a valid, first kien and further upon the express understanding that preach of said condition shall void this agreement, the parties hereby agree to the following terms:
- a. That the above stated mertgage 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 Sixty One Thousand Fifty Two and 70/100 Dollars (\$61,052.70) on said note and mortgage which shall bear interest at a rate of 5.50% per annum from December 1, 1993 until November 30, 1996. 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 Mortgagers in consecutive installments of Five Hundred Thirty Seven and 00/100 Dollars (\$537.00) 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 May 1, 2007.
- 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 May 1, 2007 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 texceed 2.00% per change period.

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

This Document is the proper bank, of Federal Savings the Lake County Boke of Cer!

Joseph S. Van Bokkelen

COUNTY OF LAKE

STATE OF INDIANA

Before me the undersigned, Notary Fuelic in the aforesaid County and State, on this 23rd day of November, 1993, personally appeared Joseph S.\* and Sally W. Van Bokkelen and Daniel W. Moser and acknowledged the execution of the Modification agreement dated this 23rd day of November, 1993.

\*Van Bokkelen

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. Bochnowski Attorney at Law 9204 Columbia Ave. Munster, IN 46321 (219) 836-9690