

06-1000554-0

93088442

MODIFICATION AGREEMENT

43-78362d

PEOPLES BANK, FSB
MORTGAGE DEPARTMENT
8204 COLUMBIA AVENUE
MUNSTER, IN 46321

4047

This Agreement made this 23rd day of December, 1993 by Peoples Bank A Federal Savings Bank of Munster, Indiana a United States Corporation, party of the first part, hereinafter called Mortgagee and Helen Duro and Katherine Duro, as Joint Tenants with Rights of Survivorship party of the second part hereinafter called Mortgagor.

The parties hereto mutually stipulate as follows:

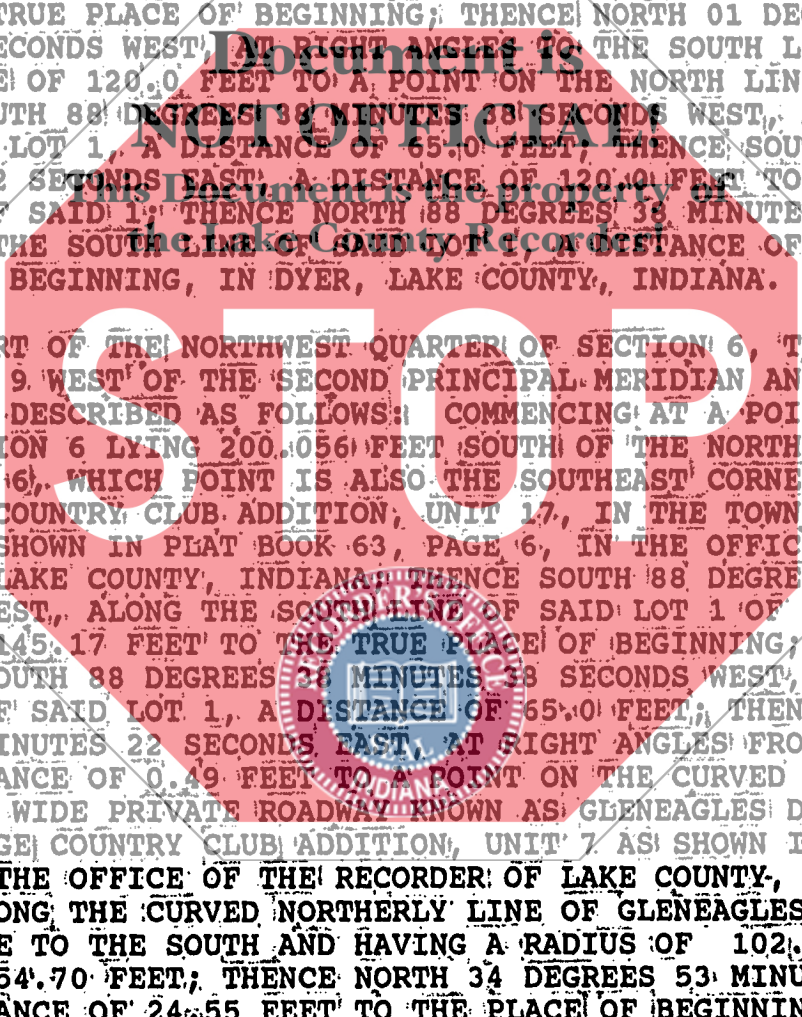
1. The Mortgagor is indebted to Mortgagee under a certain promissory note dated June 25, 1988 in the principal amount of Sixty Thousand and 00/100 Dollars (\$60,000.00) Dollars, said note being secured by a mortgage dated even therewith and recorded on July 5, 1988 as Document No. 985378 in the Office of the Recorder of Lake County, Indiana on the following described real estate:

PARCEL 1: PART OF LOT 1 IN BRIAR RIDGE COUNTRY CLUB ADDITION, UNIT 17, IN THE TOWN OF DYER, INDIANA AS SHOWN IN PLAT BOOK 63, PAGE 6, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, WHICH PART OF SAID LOT 1 IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, WHICH POINT LIES 200.06 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 6 AND WHICH POINT IS THE SOUTHEAST CORNER OF SAID LOT 1 OF UNIT 17; THENCE SOUTH 88 DEGREES 38 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 145.17 FEET TO THE TRUE PLACE OF BEGINNING; THENCE NORTH 01 DEGREES 21 MINUTES 22 SECONDS WEST, AT RIGHT ANGLES TO THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 120.0 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 88 DEGREES 38 MINUTES 38 SECONDS WEST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 65.0 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 22 SECONDS EAST, A DISTANCE OF 120.0 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 88 DEGREES 38 MINUTES 38 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 65.0 FEET TO THE PLACE OF BEGINNING, IN DYER, LAKE COUNTY, INDIANA.

PARCEL 2: PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SECTION 6 LYING 200.056 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 6, WHICH POINT IS ALSO THE SOUTHEAST CORNER OF LOT 1 IN BRIAR RIDGE COUNTRY CLUB ADDITION, UNIT 17, IN THE TOWN OF DYER, INDIANA, AS SHOWN IN PLAT BOOK 63, PAGE 6, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE SOUTH 88 DEGREES 38 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1 OF UNIT 17, A DISTANCE OF 145.17 FEET TO THE TRUE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 38 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 65.0 FEET; THENCE SOUTH 01 DEGREES 21 MINUTES 22 SECONDS EAST, AT RIGHT ANGLES FROM SAID SOUTH LINE, A DISTANCE OF 0.49 FEET TO A POINT ON THE CURVED NORTHERLY LINE OF A 50 FOOT WIDE PRIVATE ROADWAY KNOWN AS GLENEAGLES DRIVE IN BLOCK 3 OF BRAIR RIDGE COUNTRY CLUB ADDITION, UNIT 7 AS SHOWN IN PLAT BOOK 58, PAGE 13, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE EASTERLY, ALONG THE CURVED NORTHERLY LINE OF GLENEAGLES DRIVE, ON A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 102.29 FEET, AN ARC DISTANCE OF 54.70 FEET; THENCE NORTH 34 DEGREES 53 MINUTES 35 SECONDS EAST, A DISTANCE OF 24.55 FEET TO THE PLACE OF BEGINNING, SCHERERVILLE, LAKE COUNTY, INDIANA.

Commonly known as: 1537 Gleneagles Drive, Dyer, IN 46311

STATE OF INDIANA LIFE INSURANCE COMPANY



Dec 28 1 43 PM '93
SARAH
RECORDER

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Handwritten initials/signature

Said Note and Mortgage was Modified on February 21, 1992 and Recorded as Document Number 92014477. Said Modification Agreement is now null and void.

2. Mortgagor represents to Mortgagee that there is no second mortgage or other subsequent lien now outstanding against the real property described in the aforesaid mortgage held by Mortgagee, and that the lien of the aforesaid mortgage held by Mortgagee is valid, first, and subsisting lien on said real property.

3. 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 Mortgagee 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 note and mortgage shall remain in full force and effect in all respects except as modified herein. The covenants of said note and mortgage are expressly incorporated by reference herein.

b. The parties hereto mutually agree that there is an outstanding principal balance of Twenty Nine Thousand Eighty Four and 96/100 Dollars (\$29,084.96) on said note and mortgage which shall bear interest at a rate of (6.625%) per annum. The principal and interest evidenced by said note and mortgage shall be paid in consecutive monthly installments of Three Hundred Forty Four and 47/100 (\$344.47) beginning on the 1st day of February, 1994 and shall continue each month thereafter until the entire indebtedness due is paid in full except that any remaining indebtedness, if not sooner paid, shall be due and payable on July 1, 2003.

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

Helen Duro
Helen Duro

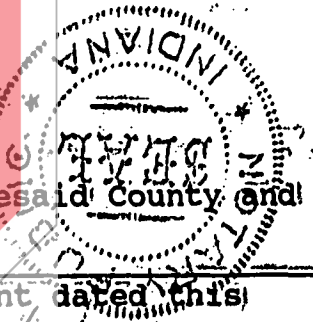
This Document is the property of Peoples Bank, A Federal Savings Bank, the Lake County Recorder.

Katherine Duro
Katherine Duro

BY: Daniel W. Moser
DANIEL W. MOSER, VICE PRESIDENT

COUNTY OF LAKE)
STATE OF INDIANA)

STOP



Before me, the undersigned a Notary Public in the aforesaid County and State, on this 23rd day of Dec., 1993 personally appeared HELEN DURO AND KATHERINE DURO AND DANIEL W. MOSER and acknowledged the execution of the modification agreement dated this 23rd day of December, 1993.

Witness my hand and official seal.
This Instrument Prepared By:
Frank J. Bochnowski - Attorney at Law
9204 Columbia Ave.
Munster, IN 46321 (219) 836-9828

Sharon V. Vacendak
Notary Public
Sharon V. Vacendak
My commission expires 1-1-94
Resident of Lake County.