

4219381002

4008
Center BK
5791 W Lincoln Hwy
LA 46307

AFTER RECORDING MAIL TO:

94004678

LOAN NO. 110978

[Space Above This Line For Recording Date]

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") made this 18th day of November, 1993, between MARK J. HARMATA and PAMELA F. HARMATA, HUSBAND AND WIFE

("Borrower") and CENTIER BANK

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated JUNE 25, 1986, and recorded in Book or Liber 862694 at page(s) of the LAKE Records of

[Name of records]

LAKE, Indiana

[County and State, or other Jurisdiction]

and (2) the Note bearing

the same date as, and secured by, the Security Instrument which covers the real and personal property described in the Security Instrument and defined therein as the "Property," located at

9.5.0 CHESTNUT LAINE, MUNSTER, IN 46321
[Property Address]

(the real property described being set forth as follows:

LOT 9, FAIRMEADOW 8TH ADDITION, BLOCK 1, TO THE TOWN OF MUNSTER, AS SHOWN IN PLAT BOOK 40, PAGE 7, IN LAKE COUNTY, INDIANA.



STATE OF INDIANA
JAN 19 1 41 PM '94
RECORDED
FORM 3179 2/88

STATE OF INDIANA
LAKE COUNTY
FILED IN 1993

Chicago Title Insurance Company

11.00
CF

LOAN NO: 11097.01

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of DECEMBER 1, 1993, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S.\$ 48,440.24, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.25% from DECEMBER 1, 1993. The Borrower promises to make monthly payments of principal and interest of U.S.\$ 99.55, beginning on the 1 day of JANUARY, 1994, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on JULY 1, 2001 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
The Borrower will make such payments at 51011 WEST LINCOLN HWY., CROWN POINT, IN, or at such other place as the Lender may require.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.
If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums due by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.
4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.



CENTIER BANK

(Seal)
-Lender

By: *[Signature]*
HERMAN W. SITALOFFER, SENIOR VICE PRESIDENT

[Signature]
KARLINA HARNATA

(Seal)
-Borrower

[Signature]
PIAMELA F. HARNATA

(Seal)
-Borrower

LOAN NO: 110975

(Seal)
Borrower

(Seal)
Borrower

[Space Below This Line For Acknowledgments]

STATE OF INDIANA)
COUNTY OF LAKE ss.

On NOVEMBER 19, 1993 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared HERMAN W STAUFFER, to me personally known, who, being duly sworn by me, did say that he/she/they is/are the SENIOR VICE PRESIDENT of the corporation named herein which executed the within instrument; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation pursuant to its by-laws or a resolution of its Board of Directors and that he/she acknowledges said instrument to be the free act and deed of said corporation.

(Official Seal)

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Notary Public for the state of
My commission expires

VIRGINIA L. TAKACS
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires August 27, 1997
Resident Of Lake County, Indiana

STATE OF INDIANA)
COUNTY OF LAKE ss.

On this day, personally appeared before me HARK J. HARMATA and PAHELIA F. HARMATA

to me known to be the individual s described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this 19th day of NOVEMBER 1993

(Official Seal)



Notary Public for the State of
My commission expires

VIRGINIA L. TAKACS
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires August 27, 1997
Resident Of Lake County, Indiana

THIS INSTRUMENT PREPARED BY:

HERMAN W. STAUFFER
SENIOR VICE PRESIDENT