

4008  
440308 used  
Center Bk  
5191 W Lincoln Hwy  
Cr Pt 46307

AFTER RECORDING MAIL TO:

940046831

LOAN NO. 1-1 1-6-4-4

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### LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 19th day of November, 1993, between ROBERT E. REES and SHIRLEY J. REES, HUSBAND AND WIFE

("Borrower") and CENTER BANK

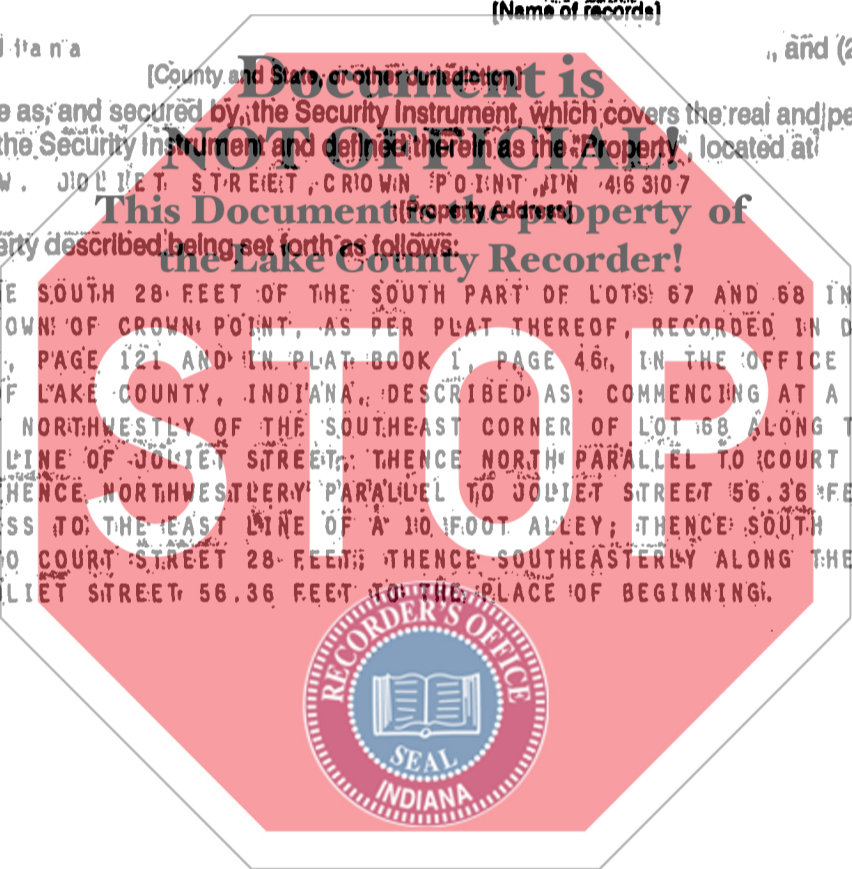
amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated NOVEMBER 18, 1988 and recorded in Book or Liber 008957, at page(s) \_\_\_\_\_ of the LAKE \_\_\_\_\_, (Name of records) Records of \_\_\_\_\_ ("Lender");

LAKE, Indiana \_\_\_\_\_, and (2) the Note bearing \_\_\_\_\_, (County and State, or other jurisdiction)

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 150-12-4 W. JOLIET STREET, CROWN POINT, IN 46307 (Property Address)

the real property described being set forth as follows:

PART OF THE SOUTH 28 FEET OF THE SOUTH PART OF LOTS 67 AND 68 IN THE ORIGINAL TOWN OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN DEED RECORD "B", PAGE 121 AND IN PLAT BOOK 1, PAGE 46, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS: COMMENCING AT A POINT 58.39 FEET NORTHWESTLY OF THE SOUTHEAST CORNER OF LOT 68 ALONG THE NORTHERLY LINE OF JOLIET STREET; THENCE NORTH PARALLEL TO COURT STREET 28 FEET; THENCE NORTHWESTERLY PARALLEL TO JOLIET STREET 56.36 FEET MORE OR LESS TO THE EAST LINE OF A 10 FOOT ALLEY; THENCE SOUTH PARALLEL TO COURT STREET 28 FEET; THENCE SOUTHEASTERLY ALONG THE NORTH LINE OF JOLIET STREET 56.36 FEET TO THE PLACE OF BEGINNING.



RECORDER

JAN 19 1 42 PM '94

STATE OF INDIANA  
LAKE COUNTY  
FILED IN 440308

Chicago Title Insurance Company

11.00  
CF

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. \$129,786.30, 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 9.25% from DECEMBER 1, 1993. The Borrower promises to make monthly payments of principal and interest of U.S. \$381.36 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 DECEMBER 1, 2003 (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.

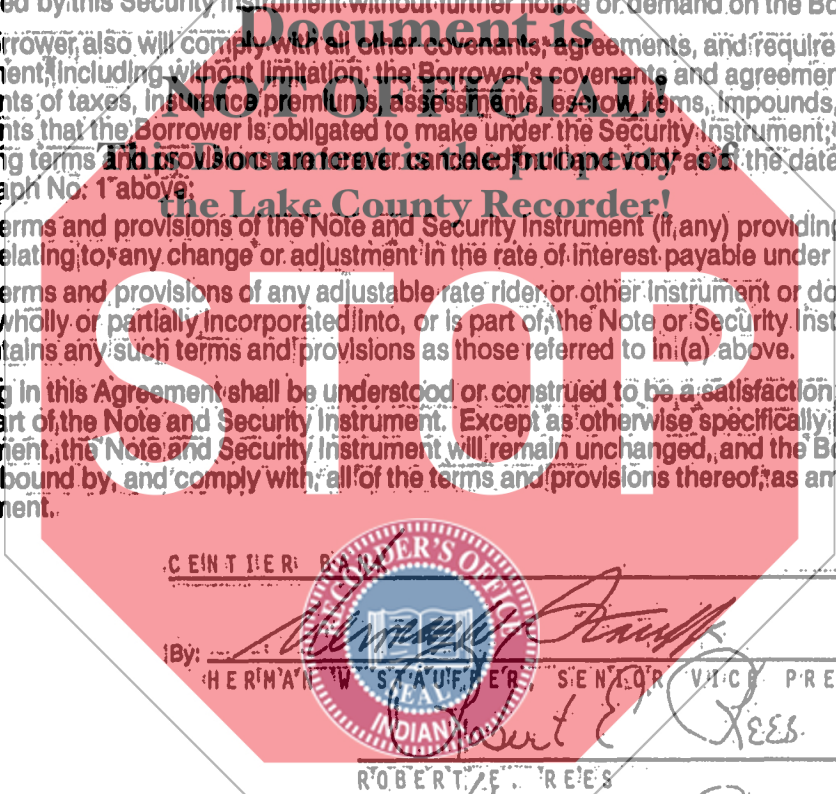
The Borrower will make such payments at 5191 WEST LINCOLN HWY., CROWN POINT, IN, or at such other place as the Lender may require.

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 secured 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 hereby canceled, null and void, and of no force and effect 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: \_\_\_\_\_

HERMANN W. STAUFFER, SENIOR VICE PRESIDENT

ROBERT E. REES

(Seal)  
-Borrower

SHIRLEY J. REES

(Seal)  
-Borrower

\_\_\_\_\_  
(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.

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This Document is the property of  
the Lake County Recorder!  
LAKE CO RESIDENT

(Official Seal)

STATE OF INDIANA )  
COUNTY OF LAKE ) ss.

On this day personally appeared before me ROBERT E. REESE and SHIRLEY J. REESE

to me known to be the individuals 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 \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of Indiana  
My commission expires: May 11, 1997  
BRANDY J. DEMARIS LAKE CO. RESIDENT

(Official Seal)

THIS INSTRUMENT PREPARED BY:

HERMAN W STAUFFER  
SENIOR VICE PRESIDENT