

105

94008025

PROMISSORY NOTE AND LOAN MODIFICATION AGREEMENT

THIS AGREEMENT is entered into by and between AMERICAN SAVINGS, FSB, a U.S. Corporation, hereinafter referred to as Lender, and ROBERT T. SMITH and PATRICIA L. SMITH, husband and wife, hereinafter referred to as Borrower.

WITNESSETH, that Borrower represents, warrants and agrees as follows:

1. Borrower is indebted to Lender in the sum set out in paragraph (3) below, which debt is evidenced by a Promissory Note of the Borrower for the original sum of FORTY FIVE THOUSAND AND NO/100 (\$45,000.00) DOLLARS, bearing date of November 25, 1991, secured by a Mortgage on certain real estate, which is recorded on the 5th day of December, 1991, as Document No. 91062340 in Lake County, Indiana.
2. Lender is the owner and holder of said Note and Mortgage.
3. The balance remaining unpaid upon the aforesaid indebtedness of the date hereof is the sum of \$43,607.27, with interest paid to January 1, 1994.

For mutual consideration, the receipt of which is hereby acknowledged, the Lender and Borrower are both desirous of and agree to modify the terms of said Note and Mortgage as follows:

A. The Borrower promises and agrees to pay to the order of Lender the sum of \$43,607.27, payable in monthly installments of \$395.01, with interest at 7.125% per annum, including principal and interest, from 1/1/94 commencing on the 1st day of February, 1994, and a like sum on the 1st day of each and every month thereafter, until the principal and interest are paid in full except that the final payment of the entire indebtedness evidenced hereby shall be due and payable on the 1st day of January, 2009, if not sooner paid, all without relief from valuation and appraisal laws and with attorney fees in the event of default.

B. In addition to the installments of principal and interest as set out heretofore, Borrower hereby reaffirms and agrees to abide by all of the terms, conditions and covenants contained in the aforesaid Real Estate Mortgage and Note as modified herein.

C. Borrower specifically agrees, presents and acknowledges that proper legal and adequate consideration is being given them to enter into this Agreement and that Borrower is and continues to be legally bound and obligated for, by and under said indebtedness.

D. The Borrower further agrees that all terms, conditions and covenants of the aforesaid indebtedness shall remain unaltered and in full force and effect except as herein expressly modified.

IN WITNESS WHEREOF, the Lender and Borrower have executed this Agreement the 25th day of January, 1994.

AMERICAN SAVINGS, FSB
By: [Signature]
L. Green, Sr. Vice President

[Signature]
Robert T. Smith
[Signature]
Patricia L. Smith

ATTEST:
[Signature]
Denise L. Knapp, Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned Notary Public, did personally appear L. Green, Sr. Vice President, and Denise L. Knapp, Secretary, for and on behalf of American Savings, FSB, and Robert T. Smith and Patricia L. Smith, husband and wife, who acknowledged the execution of the foregoing instrument. Dated this 25th day of January, 1994. WITNESS MY HAND AND NOTARIAL SEAL.

[Signature]
Jacqueline C. Cory, Notary Public

My Commission Expires: 3.11.96
County of Residence: Lake
Prepared by: Clement B. Knapp, Jr., Attorney at Law

Chicago Title Insurance Company



STATE OF INDIANA, S.S. IND.
LAKE COUNTY
FILED
JAN 31 1994
4:22 PM '94
REC'D
DER
CH

[Signature]
700-200
CH