Coun Point, Indiana

296472

## ADDITIONAL ADVANCE LOAN MODIFICATION AGREEMENT

WHEREAS, Citizens Federal Savings and Loan Association of Hammond, Indiana, (Lender), loaned Fructuoso Tamez and Elva M. Tamez, husband and wife, the sum of Fifteen Thousand Dollars (\$15,000.00) as evidenced by a Mortgage Note (Note) executed by Borrower on May 12, 1972;

WHEREAS, to secure the repayment of the debt evidenced by the Note, Fructuoso Tamez and Elva M. Tamez executed and delivered to Lender a Mortgage, dated May 12, 1972, which Mortgage was recorded on May 17, 1972 in the Office of the Recorder of Lake County, Indiana, as Document No. 148705 and which Mortgage affects the following described real estate;

Lot 13 and 14 in Resubdivision of Lots 1 to 18 inclusive and 25 to 42 inclusive in Block 2 in Winslow's Addition to City of Hammond, as per plat thereof, recorded in Plat Book 9, page 7, in the Office of the Recorder of Lake County, Indiana

WHEREAS, Fructuoso Tamez conveyed his interest in the above-described property to Elva M. Tamez (Borrower) on February 14, 1977 as evidenced by a Quit-Claim Deed recorded in the Office of the Recorder of Lake County, Indiana in Deed Record 418531;

WHEREAS, Borrower modified said loan on December 7, 1977 as evidenced by a Loan Modification Agreement (First Modification Agreement) and an Additional Advance Agreement for the purpose of obtaining an additional advance;

WHEREAS, Borrower modified said loan on March 31, 1992 as evidenced by a Loan Modification Agreement (Second Modification Agreement) for the purpose of obtaining an additional advance and reducing the interest rate;

WHEREAS, the Note, Mortgage, First Modification Agreement, Additional Advance Agreement and Second Modification Agreement (Loan Documents) are hereby incorporated herein as part of this Additional Advance Loan Modification Agreement (Agreement);

WHEREAS, the Borrower has requested a modification of the terms of said loan for the purpose of obtaining an additional advance in the amount of Three Thousand Nine Hundred Eighty Three Dollars and Forty Five Cents (\$3,983.45), extending the maturity date to March 1, 2004, reducing the interest rate frame 8.15% to 8.10% and reamortizing monthly principal and interest payments over a term of One Hundred Twenty (120) months;

WHEREAS, in consideration of Lender's consent to the above-described terms Borrower shall pay to Lender a Loan Fee of Fifty Dollars (\$50.00) and a Processing Fee of One Hundred Dollars (\$100.00).

THEREFORE, Lender and Borrower hereby agree that the terms of said loan agr modified are as follows:

- The above stated Advance shall be added to the present unpaid balance of said indebtedness, and the balance of said indebtedness, as of the date of this Agreement, including such Advance, is Ten Thousand Dollars (\$10,000.00), all of which the Borrower promises to pay with interest at a rate of 8.10% per year until paid.
- Principal and interest payments shall be paid in 120 consecutive monthly installments of One Hundred Twenty One Dollars and Eighty Six Cents (\$121.86) beginning April 1, 1994. Said monthly installments shall continue until the entire indebtedness is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable in full on March 1, 2004.
- Borrower shall pay to Lender a Loan Fee of \$50.00, the receipt of 3. which is hereby acknowledged.
- Processing Fee of \$100.00, the receipt of Borrower shall pay to Lender which is hereby acknowledged.
- Borrower shall pay to Lender a Late Charge of Five Percent (5%) of the 5. payment due for any payment not received by the last business day of each month.
- The Advance as evidenced by this Agreement is secured by the Mortgage. 6.

- 7. Borrower hereby certifies that Borrower is the owner of the abovedescribed property and that except for the Mortgage described in this Agreement, there are no other liens, unpaid assessments, unrecorded contracts or claims against the property.
- Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged and in full effect and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

IN WITNESS WHEREOF, Lender and Borrower have executed this Agreement this 30th day of March, 1994.

CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION

JEFFREY C. STUR, VICE PRESIDENT

(BORROWER)

ATTEST & JULA MARACAS TINA MARGEAS, ASST. SECRETARY

STATE OF INDIANA)

)SS:

COUNTY OF LAKE )

Document is NOT OFFICIAL!

Before me, a Notary Public in and for said County and State, on this 30th day of March, 1994 personally appeared JEFFREY C. STUR AND TINA MARGEAS personally known to me to be VICE PRESIDENT AND ASSISTANT SECRETARY OF CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION and each acknowledged execution of the foregoing instrument for and on behalf of said corporation and by authority of its Board of Directors.

IN WITNESS WHEREOF, I have affixed my hand and Notarial Seal.

grain NOTARY PUBLIC

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My Commission Expires:

County of Residence:

May 4, 1997

Lake

STATE OF INDIANA )

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COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, on this 30th day of March, 1994 personally appeared Elva M. Tamez, and acknowledged execution of the foregoing instrument.

IN WITNESS WHEREOF, I have affixed my hand and Notarial sea

Janet Pavelka **KY-PUBLIC** 

My Commission Expires: January 28, 1998 County of Residence: Lake, IN

THIS INSTRUMENT PREPARED BY: JEFFREY C. STUR, VICE PRESIDENT CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION 707 RIDGE ROAD, MUNSTER, INDIANA 46321-1678