#02-6977-6

PEOPLES BANK, FSB MORTGAGE DEPARTMENT 9204 COLUMBIA AVENUE MUNSTER, IN 46321

This Agreement made this 26th day of March, 1994 between Peoples Bank, A Federal Savings Bank of Munster, Indiana (Hereinafter the Bank) and Bobbie L. Olin (Hereinafter the Mortgagor) Witnesseth:

- 1. The Mortgagor <u>Assumed</u> a certain promissory note dated <u>May 18, 1979</u> whereby the Mortgagor promised to pay the Bank the sum of <u>Forty Seven Thousand and 00/100 Dollars (\$47,000.00).</u>
- 2. The aforementioned note of the mortgagor is secured by a mortgage recorded on May 22, 1979 as Document No. 529870 and Re-Recorded May 23, 1979 as Document No. 530283 in the Recorder's Office of Lake County Indiana upon the following described real estate:

LOT 80, CRESTWOOD TRACE, IN THE CITY OF HOBART, AS SHOWN IN PLAT BOOK 42, PAGE 29, AND AS AMENDED BY CERTIFICATE OF CORRECTION DATED SEPTEMBER 19, 1973 AND RECORDED SEPTEMBER 25, 1973 AS DOCUMENT NO. 222192, IN LAKE COUNTY, INDIANA.

Commonly known as: 3010 Walnut Lane, Hobart, Indiana 46342

- 3. Mortgagor represents that the lien of the aforesaid mortgage held by Bank is a valid, first, and subsisting lien on said real property.
- 4. 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 Bank is a valid, first lien and further upon the express understanding that breach of said condition shall void this agreement, the parties hereby agree to the following terms:
- a. That the above stated mortgage and note shall remain in full force and effect in all respects except as modified herein. The covenants of said agreement, mortgage and note are expressly incorporated by reference herein.
- b. The parties hereto mutually agree that there is an outstanding principal balance of Thirty Nine Thousand Nine Hundred Thirty Three and 28/100 Dollars (\$39.933.28) on said note and mortgage which shall bear interest at a rate of 6.25% per annum from April 1, 1994 until March 31, 1999. The interest may change on April 1, 1999 and on that day every twelve months thereafter.

The principal and interest evidenced by said note and mortgage shall be paid by Mortgagors in consecutive installments of Three Hundred Forty Two and 40/100 Dollars (\$342.40) subject to interest rate changes, beginning on the 1st day of May, 1994 and shall continue each month thereafter until the entire indebtedness due is paid in full except that any remaining indebtedness due, if not sooner paid, shall be due and payable on April 1, 2009.

c. Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

Tricago Title Insurance Company

- If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give notice of this choice.
 - Before each Change Date, the Note Holder will calculate the new interest rate by adding 2.750% to the Current Index. The Note Holder will then round the result of the addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal which you are expected to owe at the Change Date in full on <u>April 1, 2009</u> at your new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payment.

- The new interest rate will become effective on each Change Date. will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.
- f. The Note Holder will deliver or mail to you a notice of any changes in the interest rate and the amount of the monthly payment before the effective date of any change. The notice will include information required by law to be given and also title and telephone number of a person who will answer any questions you may have regarding the notice.
 - The maximum yearly interest rate that will be charged is 11.25% g.
 - Jocument 19 The minimum yearly interest rate that will be charged is 5.875%. h.
 - Interest rate adjustments will not exceed 2.00% per change period.

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

Bollie L. Olin		Daniel W. Moser, Vice President	
COUNTY OF LAKE STATE OF INDIANA			
Before me the undersigned, a Notary Public in the aforesaid County and State, on this 26th day of March , 1994 personally appeared . Bobbie L. Olin and Daniel W. Moser, V.P.			
	he execution of the mod	Notary Public	
	ted Name: Sharon V. Vace		

This Instrument Prepared By: Frank J. Bochnowski Attorney at Law 9204 Columbia Ave. Munster, IN 46321 (219) 836-9690