94023841

PROMISSOR NOTE AND LOAN MODIFICATION AGREEMENT

R-64340

THIS AGREEMENT is entered into by and between AMERICAN SAVINGS, FSB, a U.S. Corporation, hereinafter referred to as Lender, and JAN S. BARSZCZOWSKI and MARIA J. BARSZCZOWSKI, husband and wife, hereinafter referred to as Borrower.

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

- 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 TWENTY FIVE THOUSAND SIX HUNDRED AND NO/100 (\$25,600.00) DOLLARS, bearing date of April 6, 1988, secured by a Mortgage on certain real estate, which is recorded on the 18th day of April, 1988 as Document No. 912917 in Lake County, Indiana. 972917 typographical error to be rerecroded
- Lender is the owner and holder of said Note and Mortgage.
- The balance remaining unpaid upon the aforesaid indebtedness of the date hereof is the sum of \$19,627.81, with interest paid to March 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:

- The Borrower promises and agrees to pay to the order of Lender the sum of \$19,627.81, payable in monthly installments of \$222.87, with interest at \$2.00 payable in monthly installments of \$222.87, with interest at \$2.00 payable in monthly installments of \$222.87, with interest at \$2.00 payable in monthly installments of \$222.87, with interest at \$2.00 payable in monthly installments of \$2.00 6.5% per annum, including principal and interest, from 3/1/94 commencing on the 1st day of April, 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 hereby shall be that the final payment of the entire indebtedness evidenced hereby shall be due and payable on the 1st day of March, 2004, if not sooner paid, all without relief from valuation and appraisement laws and with attorney fees in the event of default. the Lake County Recorder!
- 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.
- 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.
- 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 18th day of March, 1994.

AMBRICAN SAVINGS, FSB

L. Green, sr. Vice President

\*cretary

STATE OF INDIANA)

)ss:

COUNTY OF LAKE

AT/TEST:

Before me, the undersigned Notary Public, did personally appear LillGreen, Sr. Vice President, and Denise L. Knapp, Secretary, for and on behalt of American Savings, FSB, and Jan S. Barszczowski and Maria J. Barszczowski, husband and wife, who acknowledged the execution of the foregoing instrument.

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Dated this 18th day of March, 1994. WITNESS MY HAND AND NOTARIAL SEAL.

My Commission Expires: 311.96

County of Residence: Lake

Prepared by: Clement B. Knapp, Jr., Attorney at Law

STATE

F INDIANA/S.S.N AKE COUNTY OF RECORD

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Barszczowski