MODIFICATION AGREEMENT

PEOPLES BANK, FC3 MORTGAGE DEPARTMENT 9204 COLUMBIA AVENUE MUNSTER, IN 46321

MUNSTER, IN 46321

This Agreement made this 11th day of April, 1994 between Peoples
Bank, A Federal Savings Bank of Munster, Indiana (Hereinafter the Bank)
and Peoples Bank, FSB Trustee under Trust Agreement Dated March 19, 1990
and known as Trust No. 10003. (Hereinafter the Mortgagor) Witnesseth:

- 1. The Mortgagor executed a certain promissory note dated April 16, 1990 whereby the Mortgagor promised to pay the Bank the sum of Six Hundred Seven Thousand Five Hundred and 00/100 (\$607,500.00).
- 2. The aforementioned note of the mortgagors is secured by a mortgage recorded on <u>April 27, 1990</u> as Document No. <u>097421</u> in the Recorder's Office of <u>Lake</u> County <u>Indiana</u> upon the following described real estate:

A PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, DESCRIBED COMMENCING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 SAID POINT BEING THE SOUTHWEST CORNER OF ROSECLAIRE SUBDIVISION; AS SHOWN IN PLAT BOOK 40 PAGE 33, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 142 FEET TO THE INTERSECTION OF THE CENTER LINE OF ORCHARD DRIVE; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID ORCHARD DRIVE 297.3 FEET, MORE OR LESS; THENCE NORTHERLY ON A STRAIGHT LINE 310.44 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 43, ROSECLAIRE SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF ROSECLAIRE SUBDIVISION 246.23 FEET TO THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND PLACE OF BEGINNING.

Said Note and Mortgage was modified on August 15, 1991 and the agreement was recorded on September 10, 1991 as Document No. 91045623. Said agreement is now null and void.

- 3. Mortgagor represents that 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 Ten Thousand and 00/100 Dollars (\$10,000.00) on said note and mortgage which shall bear interest at a rate of 7.50% per annum from May 1, 1994 until April 30, 1995. The interest may change on May 1, 1995 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 Seventy Five and 00/100 Dollars (\$375.00) subject to interest rate changes, beginning on the 1st day of November, 1994 and shall continue every six months 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 June 1, 2000.
- c.Upon request of Mortgagor, Bank, at Bank's option so long as the Mortgage described in paragraph 2 above secures the indebtedness held by Bank, may make future advances to Mortgagor. Such future advances, with interest thereon, shall be secured by the Mortgage described in paragraph 2 above. At no time shall the principal amount of any future advances exceed \$385,000.00.

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- d. If any future advances are made, Mortgagor agrees to make consecutive monthly installments of principal and interest on the 1st day of each month in such amount sufficient to repay the principal amount owed in full on June 1, 2015. in substantially equal payments.
- e. 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".

If the index is no longer available, the Note Holder will choose a $new\cdot Index$ which is based upon comparable information. The Note Holder will give notice of this choice.

- f. Before each Change Date, the Note Holder will calculate the new interest rate by adding 3.50% 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%). The rounded amount will be the new interest rate until the next Change Date.
- g. The new interest rate will become effective on each Change Date. You will pay the amount of the new payment beginning on the first payment date after the Change Date until the amount of the payment changes again.
- h. The Note Holder will deliver or mail to you a notice of any changes in the interest rate and the amount of the montly 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.
 - g. The maximum yearly interest rate that will be charged is 13.50%
 - h. The minimum yearly interest rate that will be charged is 7.50%.
 - i. Interest rate adjustments will not exceed 2.00% per change period.

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

Peoples Bank, A Federal Savings Bank
Trustee under Trust Agreement Dated
March 19, 1990 and known as Trust No.

10003
By: See Attached

By: Daniel W. Moser
Vice President

STATE OF INDIANA

Before me the undersigned, a Notary Public in the aforesaid County and State, on this 11th day of April , 1994 personally appeared Daniel W. Moser, V.P. of Peoples Bank, a Federal Savings Bank and acknowledged the execution of the modification agreement dated this 11th day of April , 1994.

Notary Public

Notary Public Printed Name: Vicki Jo Alkire

My Commission Expires: 5/8/96 Resident of Porter Co.

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

Attachment to Modification Agreement
to Peoples Bank, A Federal Savings Bank for
Land Trust # 10003
THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 19th day of March A.D. 19 90 , creating Trust No. 1003 ; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by Peoples Bank, A Federal Savings Bank as trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against Peoples Bank, A Federal Savings Bank, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. Nothing contained herein will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally, is not a "Transferor" or "Transferee" under RPTL and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any
liabilities, responsibilities or damages as a result of including any warranty in this instrument.
warranty in this instrument. IN WITNESS WHEREOF, Peoples Bank, A Federal Savings Bank has caused its
Officer and attested by its Assistant Secretary the day and year first
above written.
PEOPLES BANK, A FEDERAL SAVINGS BANK as Trustee aforesaid and not personally,
By: Meril Chroeister.
Frank J. Bocknowski Vice-President and Trust Officer
ATTEST:
BY: Linda L. Kollada Assistant Secretary
State of Indiana)
) SS: County of Lake)
I, <u>Joyce M. Barr</u> , a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that <u>Frank J. Bochnowski</u> and <u>Linda L. Kollada</u> , of PEOPLES BANK, A FEDERAL SAVINGS BANK, a United States Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the

said instrument as their own free and voluntary acts, and as the free and voluntary act of the said United States Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of April.

_ day (ð.) GIVEN under my hand and Notarial Seal this 19 94 .

My Commission Expires: March 11, 1998

Resident of Lake County

Joyce M. Barr