TICOR TITLE INSURANCE

PEOPLES BANK, FSB MORTGAGE DEPARTMENT **6204 COLUMBIA AVENUE**

This Agreement made this 29th day of <u>December</u>, 1994 between Peoples Bank, A Federal Savings Bank of Munster, Indiana n/k/a Peoples Bank SB (Hereinafter the Bank) and John Kenneth Snyder and Kim Susan Snyder. Husband and Wife (Hereinafter the Mortgagor) Witnesseth:

- 1. The Mortgagor executed a certain promissory note dated June 23. 1992 whereby the Mortgagor promised to pay the Bank the sum of Seventy Seven Thousand and 00/100 Dollars (\$77,000.00).
- The aforementioned note of the mortgagors is secured by a mortgage recorded on June 29. 1992 as Document No. 92041450 in the Recorder's Office of Lake County Indiana upon the following described real estate:

LOT 2 IN HEATHER HILLS UNIT #1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 44 PAGE 16, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as:7721 West 83RD Lane, Crown Point, Indiana 46307

- Mortgagor represents that the lien of the aforesaid mortgage held by Bank is a valid, first, and subsisting lien on said real property.
- 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:
- That the above stated mortgage and note shall remain in full force and effect in quirespects excapt as medified merein. The covenants of said agreement, mortgage and note are expressly incorporated by of said agreement, mortgage and note are expressly the Lake County Recorder. reference herein.
- The parties hereto mutually agree that there is an outstanding principal balance of Seventy Five Thousand Two Hundred Forty Nine Thousand and 43/100 Dollars (\$75,249.43) on said note and mortgage which shall bear interest at a rate of 7.25% per annum from January 1, 1995 until December 31, 1997. The interest may change on January 1, 1998 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 Five Hundred Twenty Six and 81/100 Dollars (\$526.81) subject to interest rate changes, beginning on the 1st day of Februaryn 1995 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 July 1, 2022.
- 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 finder available as of the date 45 days before each Change Date is called the "Current Index".

a chewii If the Index is no longer available, the Note Holder will chees The Note Holder will So Index which is based upon comparable information. give notice of this choice.

Before each Change Date, the Note Holder will calculate the new interest rate by adding 2.625% 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>July 1, 2022</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.
- 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 12.00% g.
 - The minimum yearly interest rate that will be charged is 6.00%.
 - Interest rate adjustments will not exceed 2.00% per change period.

nave set their hands and seals hereto. In Witness Whereof the Per

This Document is the property Peoples Bank County Recorder! John Kenneth Snyder By: DANIEL W. MOSER, VICE PRESIDENT Kim Susan Snyder COUNTY OF LAKE STATE OF INDIANA Before me the undersigned, a Notary Public in the aforesaid County and State, on this 29TH day of December | 1994 personally appeared JOHN KENNETH SNYER AND KIM SUSAN SNYDER AND DANJEL W. MOSER, VICE PRESIDENT * and acknowledged the execution of the modification agreement/dated this 29TH day of DECEMBER, 1994. 2 SHAL Notary Public SHARON V. VACENDAK Notary Public Exinted Name:_ 1-1-98 RESIDENT OF LAKE COUNTY. My Commission Expires:_

This Instrument Prepared By: Frank J. Bochnowski Attorney at Law

9204 Columbia Ave. Munster, IN 46321

(219) 836-9690