AMASA G. COLBY CHIEF DEP. RECORDEP 95004168

STATE OF IND. 4034 447/73 TWO

LAKE COUNTY Cit Fin Ser FSB
FILED FOR 1500 1701 Palge Ra

munster 4632/
95 JAN 24 PM 12: 54

EQUITY ACCESSLINE OF CREDIT LOAN MODIFICATION AGREEMENT

WHEREAS, Citizens Financial Services, FSB, formerly known as Citizens Federal Savings and Loan Association of Hammond, Indiana (Lender) granted a Line of Credit to Stanley J. Mucha Jr. and Johnnie L. Mucha, Husband and Wife, (Borrower) with a credit limit of Fifty Thousand Dollars (\$50,000.00) as evidenced by an Adjustable Interest Rate Note and Equity AccessLine of Credit Agreement (Note and Agreement) executed by Borrower on March 30, 1990;

WHEREAS, to secure the repayment of the Note and Agreement, Borrower executed and delivered to Lender an Equity AccessLine Mortgage (Mortgage) dated March 30, 1990, which Mortgage was recorded in the Office of the Recorder of Lake County, Indiana on April 6, 1990 as Document No. 094051, which Mortgage affects the following described real estate:

Lot 3, Fairmeadow 20th Addition, Block 1, to the Town of Munster, as shown in Plat Book 41, page 133, in Lake County, Indiana

WHEREAS, the Note and Agreement and Mortgage (Loan Documents) are hereby incorporated herein as part of this Equity AccessLine of Credit Modification Agreement (Agreement);

WHEREAS, Borrower has requested a modification of the terms of said Line of Credit for the purpose of extending the maturity trate;

WHEREAS, Lender is willing to extend the maturity date and will also eliminate the Annual Fee provided that Borrower agrees to modify the terms as follows: 1) change the Index used to calculate the Annual Percentage Rate as the Prime Rate as published in the Wall Street Journal "Money Rates" column on the last business day of each month; 2) change the interest rate calculation so that the Annual Percentage Rate for an average daily balance of \$25,000.00 or greater shall be the Index plus 1.00% and for an average daily balance of less than \$25,000.00 shall be the Index plus 1.50%; and, 3) pay the costs associated with recording this Agreement;

THEREFORE, it is hereby agreed that the original terms of said Line of Credit are modified as follows:

- 1. The maturity date is January 15, 2005.
- The Index shall be the Prime Rate as published in the Wall Street Journal "Money Rates" column on the last business day of each month.
- 3. As of the date of this Agreement, the initial Index rate is 8.50%. The Annual Percentage Rate for an average daily balance of \$25,000.00 or greater shall be the Index plus 1.00%. The Annual Percentage Rate for an average daily balance of less than \$25,000.00 shall be the Index plus 1.50%. The interest rate will never be higher than 16.50% or the maximum rate allowed by law, whichever is lower.
- 4. Lender has deleted Item (8C) of the Original Note and Agreement eliminating the Annual Fee.
- 5. Borrower shall pay to Lender Title and Recording Fees, the receipt of which is hereby acknowledged.
- 6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents shall 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.

900 (t

IN WITNESS WHEREOF, Lender and Borrower have executed this Agreement on this 18th day of January, 1995. CITIZENS FINANCIAL SERVICES, FSB Stanley J. Mucha Jr. (Borrower) Johnnie L. Muche
Johnnie L. Mucha (Borrower) ATTEST: Only M Edinger

Jody M Edinger, Asst. Secretary STATE OF INDIANA) SS: COUNTY OF LAKE) Before me, a Notary Public in and for said County and State, on this 18th day of January, 1995 personally appeared Tina Margeas, and jody M. Edinger personally known to me to be the Assistant Secretaries of Citizens Financial Services, FSB 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 WHERE This Doction has the Notoral Seat. of the Lake County Recorder Notary Public Kristyne M. Krasek My Commission Expires: May 4, 1997 County of Residence: Lake STATE OF INDIANA COUNTY OF LAKE Before me, a Notary Public in and for said County and State, on this 18th day of January, 1995 personally appeared Stanley J. Mucha Jr. and Johnnie L. Mucha, and each acknowledged execution of the foregoing instrument. IN WITNESS WHEREOF, I have affixed my hand and Notarial Seal. Jan Mushath Jan McGrath

My Commission Expires: August 5, 1998

County of Residence: Lake

COTATION.

THIS INSTRUMENT PREPARED BY: Tina Margeas, Asst. Secretary
Citizens Financial Services, FSB

707 Ridge Rd. Munster, IN 46321