121140-84

PROMISSORY NOTE AND LOAN MODIFICATION AGREEMENT

1818 AGREEMENT, is entered into by and between American trust and Savings Bank, sa Corporation, organized and existing under the lows of the State of Indiana, hereinafter referred to as Lander, and John L. and Daisy A. Andrews ____. hereinafter referred to as Borrower.

WITNESSETH: that Bogrowers represent, warrant and agree as follows:

- Borrower is indebted to tender 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-One Thousand Dollars and no/100- Dollars, bearing date of XXXXXXXXX 10-15-84 secured by a Mortgage on certain real estate, which is recorded on the 19th day of October 12 84 as Document No. 776681 in the Office of the Recorder of Lake County, Indiana. Document is
- Lender is the country and holder of said Note and Mortgage.
- 3. The balance colorising opportunities the arepeased yindeb todoese of the date hereof is the sum of Twenty-Five Thousand Two Hundred the interest paid to February 21, 1995

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 Borrowers (jointly and severally) promise and agree to pay to the order of lender the sum of \$25,200.00 payable in monthly installments of \$329.71 , with interest as per annum, including principal and interest roomencing on the 21st day of installments of \$329.71, March 19 95 and a like som on the 21st day of a cach and every wonth thereafter; putil the principal and interest are paid in full except that the final payment of the entire indebtedness. evidenced hereby shall be due and payable on the /21st day of February . 19 2005if not paid sooper, all without relief from valuation and appraisement laws and with attorney fees in the event, of default.
- In addition to the installment of principal and interest as set out heretofore, Borrower hereby reaffirms and agress 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, represent and acknowledge that proper legal and adequate consideration in being given them to enter into this Agreement and that Borrowers are and continue 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 WITHESS WHEREOF, the Lender and the Borrowers have executed this Agreement the 21st day of February . 19 95 John Andrews aka John I. Andrews Attest: Andrews us tomer) 1.0 State of Indiana This Document is the property of County of take the Lake County Recorder! Refore me, the undersigned Notary Public, did personally appear John Andrews and Daisy A. Andrews and Susan M. Vicari, Vice President of American Trust for and on behalf of said American Trust & Savings Bank, Whiting, & Savings Bank idiana who acknowledged the execution of the foregoing instrument WITHESS MY HAND AND HOTARIAL SEAL. My commission expires: Res: County of Lake Notary Public Patricia L. Babair Prepared by Susan M. Vicari-Vice President