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Peoples Bank  
9204 Columbia  
Munster 46321  
attn: Mary M.

9047  
453411 PM

**MODIFICATION AGREEMENT**

This Agreement made this 15th day of August, 1995 between Peoples Bank, A Federal Savings Bank n/ka Peoples Bank SB (Hereinafter the Bank) and Peoples Bank SB Trustee under Trust Agreement Dated March 13, 1989 and known as Trust Number 9003 (Hereinafter the mortgagor) Witnesseth:

1. The Mortgagors executed a certain promissory note dated May 24, 1991 whereby the Mortgagor promised to pay the Bank the sum of One Million Dollars and 00/100 Dollars (\$1,000,000.00).

2. The aforementioned note of the mortgagor is secured by a mortgage recorded June 6, 1991 as Document No. 91027946 in the Recorder's Office of Lake County Indiana upon the following described real estate:  
**LOT 7 AND PART OF LOT 8, CHEKER COMMERCIAL PARK, TO THE TOWN OF DYER, AS SHOWN IN PLAT BOOK 51, PAGE 100, IN LAKE COUNTY, INDIANA, EXCEPTING THAT PORTION OF LOT 8 DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 02 DEGREES 55 MINUTES 10 SECONDS EAST 35.65 FEET ALONG THE EAST LINE OF SAID LOT; THENCE NORTH 34 DEGREES 04 MINUTES 47 SECONDS WEST 47.29 FEET TO THE NORTHERN LINE OF SAID LOT; THENCE SOUTH 81 DEGREES 26 MINUTES 16 SECONDS EAST 9.10 FEET ALONG SAID NORTHERN LINE; THENCE SOUTH 81 DEGREES 58 MINUTES 55 SECONDS EAST 15.83 FEET ALONG SAID NORTHERN LINE TO THE POINT OF BEGINNING.**  
Commonly known as: 1048 - 1084 Richard Road, Dyer, Indiana 46311

Said mortgage was modified on June 23, 1993 and recorded as Document No. 93043423. Said Modification Agreement is now null and void.

3. Mortgagor represents that the 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:

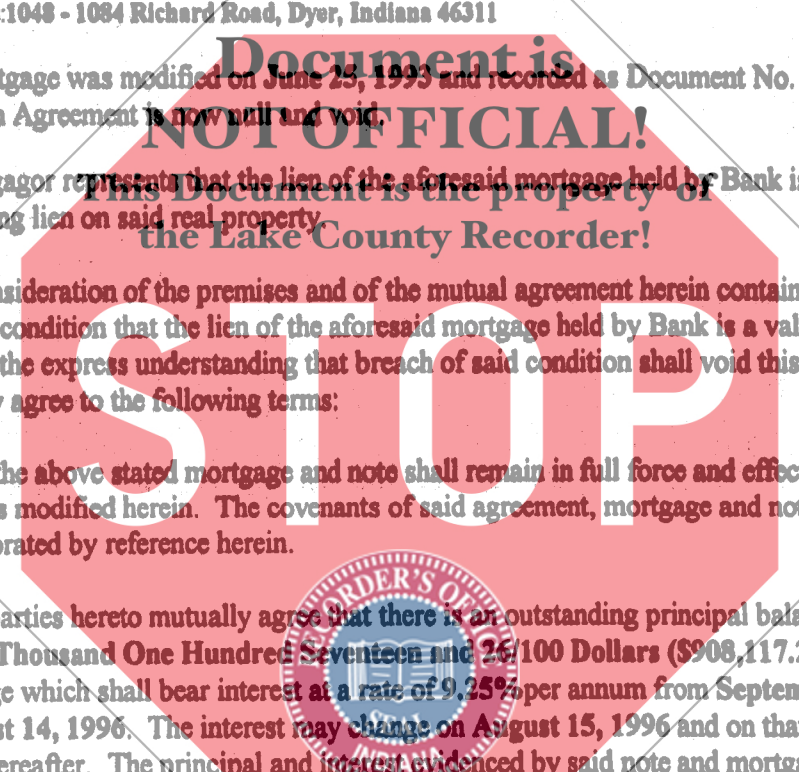
a. That the above stated mortgage and note shall remain in full force and effect in all respects except as modified herein. The covenants of said agreement, mortgage and note are expressly incorporated by reference herein.

b. The parties hereto mutually agree that there is an outstanding principal balance of Nine Hundred Eight Thousand One Hundred Seventeen and 26/100 Dollars (\$908,117.26) on said note and mortgage which shall bear interest at a rate of 9.25% per annum from September 15, 1995 until August 14, 1996. The interest may change on August 15, 1996 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 Nine Thousand One Hundred Twenty and 33/100 Dollars (\$9,120.33) subject to interest rate changes, beginning on the 15th day September, 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 June 15, 2001.

C. "Beginning with the first change date, the interest will be based on an Index. The "Index" is The lender's base rate of interest for short term (less than one year) loans to substantial and responsible borrowers and is the rate set by the lender, from time to time, and is used to establish the actual rate charged to those borrowers whose loans bear interest at a rate related or tied to the prime rate. Prime rate does not mean that it is the best or lowest rate of interest that the lender charges and the lender may, in fact make loans to other borrowers at a rate less than the prime rate.

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

d. Before each Change Date, the Note Holder will calculate the new interest rate by adding 0.50% 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%). This rounded amount will be the new interest rate until the next Change Date.



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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

Chicago Title Insurance Company

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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 June 15, 2011 at your new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payment.

e. The new interest rate will become effective on each Change Date. You 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.

f. 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.

g. The maximum yearly interest rate that will be charged is 14.50%.

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 SB  
Document is  
NOT OFFICIAL!  
Peoples Bank SB Trustee Under Trust Agreement Dated March 13, 1989 Trust Number 9003  
By: Daniel W Moser  
Daniel W Moser,  
Vice President, Housing Finance

By: See Attached

This Document is the property of the Lake County Recorder!

COUNTY OF Lake  
STATE OF INDIANA )

Before me the undersigned, a Notary Public in the aforesaid County and State on this 15th day of September, 1995 personally appeared: Daniel W. Moser, Vice President and acknowledged the execution of the modification agreement dated this 15th day of September, 1995.

Elizabeth A Ehlin  
NOTARY PUBLIC SIGNATURE



Elizabeth A Ehlin  
NOTARY PUBLIC PRINTED NAME

My Commission Expires: 9-28-97 Resident of Lake County

This Instrument Was Prepared By: Frank J. Bochnowski, Attorney at Law  
9204 Columbia Avenue, Munster, Indiana 46321

Attachment to Modification Agreement  
 to Peoples Bank SB for  
 Land Trust # 9003.

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 13th day of March, A.D. 19 89, creating Trust No. 9003; 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 SB f/k/a 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 SB f/k/a 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. IN WITNESS WHEREOF, Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank has caused its name to be signed to these presents by its Vice-President and Trust Officer and attested by its Assistant Secretary the day and year first above written.

Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as Trustee aforesaid and not personally,

By: Frank J. Bochnowski  
 Frank J. Bochnowski  
 Vice-President and Trust Officer



ATTEST:  
 By: Linda L. Kollada  
 Linda L. Kollada  
 Assistant Secretary

State of Indiana )  
 ) SS:  
 County of Lake )

I, Joyce M. Barr, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Frank J. Bochnowski and Linda L. Kollada, of PEOPLES BANK SB an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank 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 Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of September 19 95.

My Commission Expires:  
March 11, 1998

Joyce M. Barr  
 Notary Public Signature  
 Joyce M. Barr

