

LHC 59930

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FILED FOR RECORD **LAWYERS TITLE INC. CONF.**
ONE PROFESSIONAL CENTER
SUITE 215
CROWN POINT, IN 46307

95 SEP 27 AM 10:06

MARGARETTE CLEVELAND
RECORDER

Loan No. 21-094100-5

MODIFICATION and EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into by and between the HFS BANK, F.S.B., a United States Corporation, having its principal office in the City of Hobart, Lake County, Indiana, hereinafter referred to as "BANK", and THOMAS E. COIL JR. AND LYNAN A. KAMBESIS-COIL hereinafter referred to as "BORROWERS,"

WITNESSETH, That:

WHEREAS, the Bank is the owner and holder of a promissory note of the Borrowers for the original sum of ONE HUNDRED TWENTY THOUSAND (\$ 120,000.00) Dollars, bearing date of 08/11/95 together with that certain real estate mortgage securing the payments thereof as made and executed by the Borrowers to the Bank concurrently with the execution of the aforesaid note and recorded in ~~xxxxxx~~ instrument no 95047167 ~~xxxxxx~~ dated 8/18/95 in the Office of the Recorder of Lake County, Indiana; and

WHEREAS, the Borrowers desire a modification and extension of the time and terms of payment of the aforesaid indebtedness;

NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged by the Bank, it is hereby agreed as following:

1. That the aggregate balance remaining unpaid upon the aforesaid indebtedness as of the date hereof is the sum of ONE HUNDRED TWENTY THOUSAND (\$ 120,000.00) Dollars;

2. That said remaining indebtedness, with interest thereon at the rate of 8.000 per cent per annum on the unpaid balance of principal remaining from time to time, shall be due and payable as follows:

THE FIRST PAYMENT DATE IS NOVEMBER 1, 1995
THE MATURITY DATE IS OCTOBER 1, 2025
THE PRINCIPAL AND INTEREST PAYMENT IS \$880.52

all of which the Borrowers jointly and severally promise and agree to pay, without relief from valuation and appraisal laws, and with attorney's fees.

3. The Borrowers hereby covenant that they are the owners of the property described in the aforesaid mortgage and that said mortgage is a valid and subsisting first lien thereon, that there are no offsets, counterclaims, or defenses to the sum above mentioned as remaining unpaid, or to any part thereof, either at law or in equity; and that said mortgage shall continue as a valid first lien upon the premises therein described, as security for the repayment of said remaining unpaid balance, with interest, at the time and in the manner hereinabove provided.

4. The Borrowers further jointly and severally agree that all terms, conditions, and covenants of the aforesaid note and mortgage shall remain unaltered and in full force and effect except as herein expressly modified.

IN WITNESS WHEREOF, the Bank and the Borrowers have executed this agreement as of 22nd day of September, 1995

HFS BANK, F.S.B.

BY: Kathleen Kolanowski
KATHLEEN KOLANOWSKI, VICE PRESIDENT
(SEAL)

Thomas E. Coil
THOMAS E. COIL JR. (SEAL)
Lynan A. Kambesis-Coil
LYNAN A. KAMBESIS-COIL (SEAL)

STATE OF INDIANA)
COUNTY OF LAKE) SS:

Before me, the undersigned, a Notary Public, in and for said County and State, this 22nd day of September, 1995, personally appeared the within name HFS BANK, F.S.B. by Kathleen Kolanowski its, Vice President and Thomas E. Coil, Jr. & Lynan A. Kambesis-Coil the within named Bank and Borrowers, who acknowledged the execution of the foregoing agreement for the uses and purposes therein set forth.

Witness my hand and notarial seal

Jacalyn L. Smith
Notary Public

My Commission expires:

Notary Public

JACALYN L. SMITH
NOTARY PUBLIC STATE OF INDIANA
Resident Of Lake County
My Commission Expires December 8, 1995

10.00
Jeff

Instrument prepared by: Kathleen Kolanowski, V.P.