

C75
707 Ridge
Munster

ADDITIONAL ADVANCE
LOAN MODIFICATION AGREEMENT

86637-77

WHEREAS, Citizens Financial Services FSB, formerly known as Citizens Federal Savings and Loan Association of Hammond, Indiana, (Lender) loaned Herbert E. Garton Jr. and Kathleen J. Garton, husband and wife, (Borrower) the sum of Forty Six Thousand Five Hundred Dollars (\$46,500.00) as evidenced by a First Mortgage Note (Note) executed by Borrower on May 31, 1977;

WHEREAS, to secure the repayment of the debt evidenced by the Note, Borrower executed and delivered to Lender a Real Estate Mortgage (Mortgage) supplemented by a Supplemental Agreement each dated May 31, 1977 which Mortgage was recorded on June 1, 1977 in the Office of the Recorder of Lake County, Indiana as Document No. 409705 and which Mortgage affects the following described real estate:

Lot 8, Hawthorne Hills Addition to the Town of Dyer, as per plat thereof, in Plat Book 45, page 93, in the Office of the Recorder of Lake County, Indiana

WHEREAS, the Note, Mortgage and Supplemental Agreement (Loan Documents) are hereby incorporated herein as part of this Additional Advance Loan Modification Agreement (Agreement);

WHEREAS, Borrower has requested a modification of the terms of said loan for the purpose of obtaining an additional advance in the amount of Ten Thousand Seven Hundred Forty Eight Dollars and Fifty Two Cents (\$10,748.52), extending the maturity date from May 1, 2007 to April 1, 2011, and reamortizing monthly principal and interest payments over a term of One Hundred Eighty (180) months;

WHEREAS, Lender is willing to consent to the above-described terms, provided that Borrower pays to Lender a Modification Fee of Two Hundred Seven Dollars and Fifty Cents (\$207.50) and Title Fees in the amount of One Hundred Eighty Seven Dollars (\$187.00);

THEREFORE, Lender and Borrower hereby agree that the terms of said loan as modified are as follows:

1. The above stated Advance shall be added to the present unpaid balance of said indebtedness, and the balance of said indebtedness, as of the date of this Agreement, including such Advance, is Forty One Thousand Five Hundred Dollars (\$41,500.00), all of which the Borrower promises to pay with interest at a rate of 8.30% per year until paid.
2. Principal and interest payments shall be paid in 180 consecutive monthly installments of Four Hundred Three Dollars and Eighty Two Cents (\$403.82) beginning May 1, 1996. Said monthly installments shall continue until the entire indebtedness is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable in full on April 1, 2011.
3. Borrower has paid to Lender a Modification Fee of \$207.50 and Title Fees of \$187.00, the receipt of which is hereby acknowledged.
4. The Advance as evidenced by this Agreement is secured by the Mortgage.
5. Borrower hereby certifies that Borrower is the owner of the above-described property and that except for the Security Instrument described in this Agreement, there are no other liens, unpaid assessments, unrecorded contracts or claims against the property.
6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will 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.

TICOR TITLE INSURANCE
Crown Point, Indiana

96029969

MAR 11 1996
LAKE COUNTY
RECORDER

96 MAY - 7 AM 10:03

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Handwritten initials/signature

IN WITNESS WHEREOF, Lender and Borrower have executed this Agreement this 29th day of April, 1996

CITIZENS FINANCIAL SERVICES, FSB

BY: Tina Margeas
Tina Margeas, Asst. Vice President

Herbert E. Garton Jr.
Herbert E. Garton Jr. (Borrower)

ATTEST: Jody M. Edinger
Jody M. Edinger, Asst. Secretary

Kathleen J. Garton
Kathleen J. Garton (Borrower)

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 29th day of April, 1996 personally appeared Tina Margeas and Jody M. Edinger personally known to me to the Assistant Vice President and Assistant Secretary of Citizens Financial Services, FSB, respectively, 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 WHEREOF, I have affixed my hand and Notarial Seal.

Sophia E. Villalpando
Sophia E. Villalpando Notary Public

My Commission Expires: November 21, 1999
County of Residence: Lake

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 29th day of April, 1996, personally appeared Herbert E. Garton Jr. and Kathleen J. Garton, Husband and Wife, and each acknowledged execution of the foregoing instrument.

IN WITNESS WHEREOF, I have affixed my hand and Notarial Seal.

Sophia E. Villalpando
Sophia E. Villalpando Notary Public

My Commission Expires: 11-21-99
County of Residence: LAKE

THIS INSTRUMENT PREPARED BY: Tina Margeas, Asst. Vice President
Citizens Financial Services, FSB
707 Ridge Road, Munster, Indiana 46321-1678