4034

WHEREAS, Citizens Financial Services, FSB formerly known as Citizens Federal Savings and Loan Association of Hammond, Indiana, successor by merger to First Federal Savings and Loan Association of East Chicago, Indiana (Lender) loaned Raymond M. Billings and Thelma I. Billings, husband and wife (Borrower) the sum of Nine Thousand Five Hundred Dollars (\$9,500.00) as evidenced by a First Mortgage Note (Note) each executed by Borrower on March 22, 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 March 22, 1977 which Mortgage was recorded in the Office of the Recorder of Lake County, Indiana on March 23, 1977 as Document No. 398536; and which Mortgage and Supplemental Agreement encumbers the following described real estate:

Lot 2, Schoon and Harkema 1st Addition to Munster, in Munster, as shown in Plat Book 31, page 86 in Lake County, Indiana

WHEREAS, Borrower modified said loan on October 15, 1991 as evidenced by a Loan Modification Agreement (First Modification Agreement) for the purpose of obtaining an additional advance;

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

WHEREAS, the Borrower has requested a modification of the terms of said loan for the purpose of extending the maturity date to September 1, 2001 and reamortizing the monthly principal and interest payments over a term of Sixty (60) months; This Document is the property of

WHEREAS, in consideration of Lender's consent to the above described request, Borrower shall pay to Lender a Processing Fee of Two Hundred Dollars (\$200.00), Title Fees of One Hundred Sixty Seven Dollars (\$167.00) and a Flood Determination Fee of Twenty Four Dollars and Fifty Cents (\$24.50);

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

- 1. Borrower promises to pay to Lender the outstanding principal balance of Five Thousand Nine Hundred Fifty Three Dollars and Six Cents (\$5,953.06) with interest at a rate of 8.95% per year until paid.
- 2. Principal and interest payments shall be paid in 60 consecutive monthly installments of One Hundred Twenty Three Dollars and Forty Three Cents (\$\$23.43) beginning October 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 September 1, 2001.
- 3. Borrower has paid to pay to Lender a Processing Fee of \$200.00, Title Fees of \$167.00 and a Flood Determination Fee of \$24.50, the receipt of which is hereby acknowledged.
- 4. 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 Lender and Borrower will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

IN WITNESS WHEREOF, the Lender and Borrower have executed this Agreement on this 2nd day of October, 1996.

CITIZENS FINANCIAL SERVICES, FSB

The Court of the C

STATE OF INDIANA)
)SS
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 2nd day of October, 1996 personally appeared John J. Semancik and Elizabeth R. Siegel, personally known to me to be the 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

Notary Public

My Commission Expires: 11/21/99

County of Residence: Lake

STATE OF INDIANA)

Document is OT OFFICIAL!

COUNTY OF LAKE)

This Document is the property of the Lake County Recorder!

Before me, a Notary Public in and for said County and State, on this 2nd day of October, 1996, personally appeared Raymond M. Billings and Thelma I. Billings and each acknowledged execution of the foregoing instrument.

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

Carol A. Nagy

Notary Public

My Commission Expires:

County of Residence: Lake

THIS INSTRUMENT PREPARED BY: Jeffrey C. Stur, Senior Vice President Citizens Financial Services, FSB

5311 Hohman Ave., Hammond IN 46320