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WHEREAS, Citizens Financial Services, FSB formerly known as Citizens Federal Savings and Loan Association of Hammond, Indiana, (Lender) loaned James R. Mika and Monica T. Mika, husband and wife (Borrower) the sum of Twenty Four Thousand Six Hundred Dollars (\$24,600.00) as evidenced by a Mortgage Note (Note) each executed by Borrower on April 24, 1975;

WHEREAS, to secure the repayment of the debt evidenced by the Note, Borrower executed and delivered to Lender a Mortgage dated April 24, 1975 which Mortgage was recorded in the Office of the Recorder of Lake County, Indiana on April 25, 1975 as Document No. 297140 and which Mortgage encumbers the following described real estate:

Lot 5, Block 1, Park View Terrace, in the City of Hammond, as shown in Plat Book 31, page 60, in Lake County, Indiana

WHEREAS, Borrower modified said loan on November 25, 1991 as evidenced by a Loan Modification Agreement (First Modification Agreement) for the purpose of obtaining an additional advance and reducing the interest rate;

WHEREAS, the Note, Mortgage 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 reducing the interest rate from 7.80% to 6.90% and reamortizing the principal and interest payment over a term of Sixty (60) months;

WHEREAS, Lender is willing to consent to the above-described terms provided that Borrower pays to Lender a Processing Fee of Two Hundred Dollars (\$200.00) a Flood Determination Fee of Swenty. Four Dollars and Fifty Cents (\$24.50) and Title Fees of One Hundred Eighty Seven Dollars (\$187.00); the Lake County Recorder!

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 Eight Thousand
 Four Hundred Sixty One Dollars and Fifty Two (\$8,461.52) with interest at a rate of 6.90%
 per year until paid.
- 2. Principal and interest payments shall be paid in 60 consecutive monthly installments of One Hundred Sixty Seven Dollars and Fiscori Cents (\$167.15) beginning December 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 November 1, 2001. Said monthly payments shall be applied first to interest and the balance to principal.
- 3. Borrower shall have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". Borrower shall notify Lender in writing when making a prepayment. Lender will use all of the prepayments to reduce the amount of principal owed under this Note. When partial prepayments are made, there will be no changes in the due date or the amount of the monthly payment unless Lender agrees in writing for those changes.
- 4. Borrower shall pay to Lender a Late Charge of Five Percent (5%) of the monthly payment if the payment is not received by the end of 15 calendar days after the date it is due.
- 5. Borrower has paid to Lender a Processing Fee of \$200.00, a Flood Determination Fee of \$24.50, and Title Fees of \$187.00, the receipt of which is hereby acknowledged.
- 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 Lender and Borrower will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement. In the event any term of this Agreement is inconsistent with the original Note, the terms of this Agreement shall control.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

IN WITNESS WHEREOF, the Lender and Borrower have executed this Agreement on this 30th day of November, 1996. CITIZENS FINANCIAL SERVICES, FSB (Borrower) STATE OF INDIANA) **COUNTY OF LAKE)** Before me, a Notary Public in and for said County and State, on this 30th day of November, 1996 personally appeared Tina Margeas and Elizabeth R. Siegel 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. My Commission Expires: September 4, 1990t is the property of County of Residence: Portabe Lake County Recorder! STATE OF INDIANA COUNTY OF LAKE Before me, a Notary Public in and for said County and State, on this 30th day of November, 1996, personally appeared James R. Mika and Moncia T. Mika, husband and wife and each acknowledged execution of the foregoing instrument. IN WITNESS WHEREOF, I have affixed my hand and Motarial Seal. My Commission Expires: March H. 1999 County of Residence: Lake Tina Margeas, Asst. Vice President THIS INSTRUMENT PREPARED BY: Citizens Financial Services, FSB 5311 Hohman Ave., Hammond IN 46320