

R-66195  
4028

**PROMISSORY NOTE AND LOAN MODIFICATION AGREEMENT**

THIS AGREEMENT is entered into by and between AMERICAN SAVINGS, FSB, a U.S. Corporation, hereinafter referred to as Lender, and Joseph J. Petrone and Sandra L. Petrone, husband and wife, hereinafter referred to as Borrower.

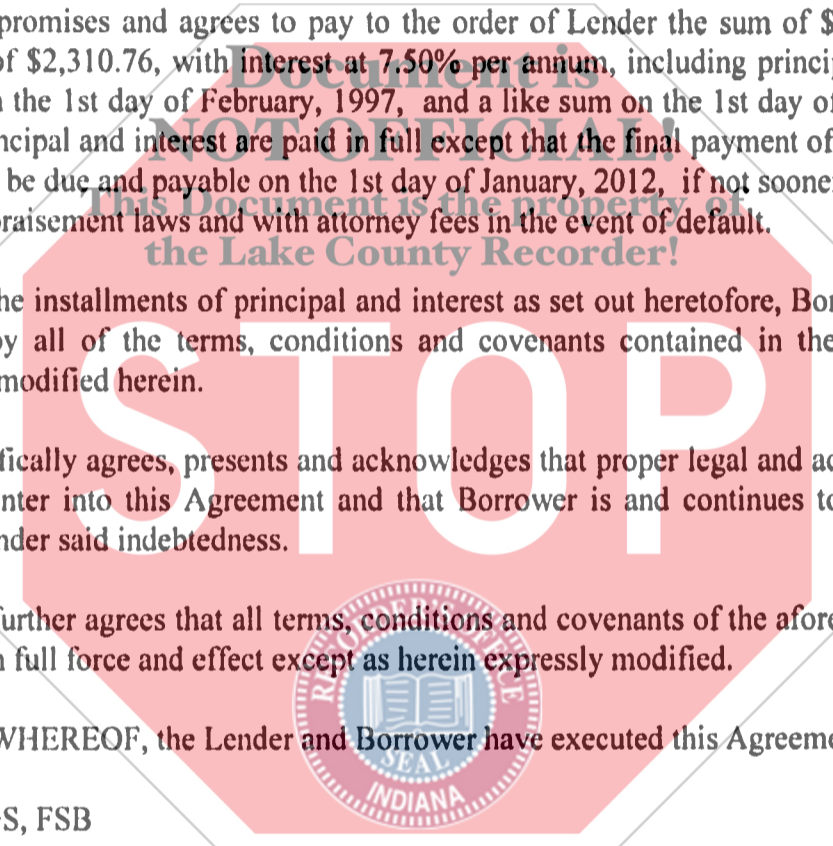
Chicago Title Insurance Company

WITNESSETH, that Borrower represents, warrants and agrees as follows:

1. Borrower is indebted to Lender in the sum set out in paragraph (3) below, which debt is evidenced by a Promissory Note of the Borrower for the original sum of Two Hundred Fifty Thousand and 00/100 (\$250,000.00) DOLLARS, bearing date of August 16, 1996, secured by a Mortgage on certain real estate, which was recorded on the 23rd day of August, 1996, as Document No.96056689, in the Office of the Recorder of Lake County, Indiana.
2. Lender is the owner and holder of said Note and Mortgage.
3. The balance remaining unpaid upon the aforesaid indebtedness of the date hereof is the sum of \$249,269.31, with interest paid to January 1, 1997.

For mutual consideration, the receipt of which is hereby acknowledged, the Lender and Borrower are both desirous of and agree to modify the terms of said Note and Mortgage as follows:

- A. The Borrower promises and agrees to pay to the order of Lender the sum of \$249,269.31, payable in monthly installments of \$2,310.76, with interest at 7.50% per annum, including principal and interest, from 1/1/97 commencing on the 1st day of February, 1997, and a like sum on the 1st day of each and every month thereafter, until the principal and interest are paid in full except that the final payment of the entire indebtedness evidenced hereby shall be due and payable on the 1st day of January, 2012, if not sooner paid, all without relief from valuation and appraisal laws and with attorney fees in the event of default.
- B. In addition to the installments of principal and interest as set out heretofore, Borrower hereby reaffirms and agrees to abide by all of the terms, conditions and covenants contained in the aforesaid Real Estate Mortgage and Note as modified herein.
- C. Borrower specifically agrees, presents and acknowledges that proper legal and adequate consideration being given them to enter into this Agreement and that Borrower is and continues to be legally bound and obligated for, by and under said indebtedness.
- D. The Borrower further agrees that all terms, conditions and covenants of the aforesaid indebtedness shall remain unaltered and in full force and effect except as herein expressly modified.



IN WITNESS WHEREOF, the Lender and Borrower have executed this Agreement the 6th day of February, 1997.

AMERICAN SAVINGS, FSB

By: [Signature]  
L. Green, Sr. Vice President

[Signature]  
Joseph J. Petrone

ATTEST:

[Signature]  
Denise L. Knapp, Secretary

[Signature]  
Sandra L. Petrone

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
97 FEB 13 PM 1:20  
MORRIS W. CARTER  
RECORDER

STATE OF INDIANA )  
                          )SS:  
COUNTY OF LAKE )

CTIC Has made an accomodation recording of the instrument. We Have made no examination of the instrument or the land affected

Before me, the undersigned Notary Public, did personally appear L. Green, Sr. Vice President, and Denise L. Knapp, Secretary, for and on behalf of American Savings, FSB, and Joseph J. Petrone and Sandra L. Petrone, husband and wife, who acknowledged the execution of the foregoing instrument.

Dated this 6th day of February, 1997.  
WITNESS MY HAND AND NOTARIAL SEAL.

[Signature]  
Jacqueline C. Mulvihill, Notary Public

My Commission Expires: 3/26/2000  
County of Residence: Lake  
Prepared by: Clement B. Knapp, Jr., Attorney at Law

10<sup>3</sup> M