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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER
RECORDER

Chicago Title Insurance Company

ADDITIONAL ADVANCE AND
LOAN MODIFICATION AGREEMENT

WHEREAS, Citizens Financial Services, FSB, formerly known as Citizens Federal Savings and Loan Association (Lender) loaned W. Patrick Downes and Edith A. Downes, Husband and Wife and W. Patrick Downes as personal representative of the estate of Lillian M. Downes, (Borrower) the sum of Seventy Five Thousand Dollars (\$75,000.00) as evidenced by a Note executed by Borrower on April 2, 1988;

WHEREAS, to secure the repayment of the debt evidenced by the Note, Borrower executed and delivered to Lender a Mortgage (Security Instrument) dated April 2, 1988, which Security Instrument was recorded on April 6, 1988 as Document No. 971330 and rerecorded April 19, 1988 as Document No. 973271 in the Office of the Recorder of Lake County, Indiana, and which Security Instrument encumbers the following described real estate: **Lot 104 Plum Creek Village, Block Two, to the Town of Schererville, as shown in Plat Book 47, page 31, in Lake County, Indiana** to secure: a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; b) the payment of all other sums with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and, c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.

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

WHEREAS, the Estate of Lillian M. Downes was closed on August 21, 1990 and the one-half interest owned by the estate on the above-described real property was vested unto W. Patrick Downes pursuant to the provisions of the Decedent's Last Will and Testament;

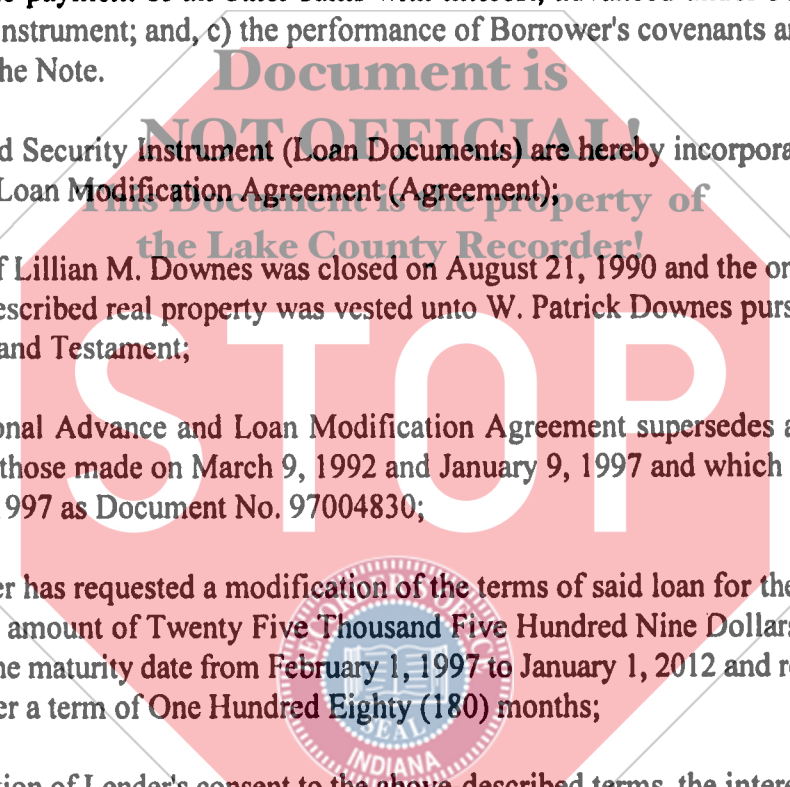
WHEREAS, this Additional Advance and Loan Modification Agreement supersedes and replaces all previous modifications, including those made on March 9, 1992 and January 9, 1997 and which second modification was recorded on January 27, 1997 as Document No. 97004830;

WHEREAS, the Borrower has requested a modification of the terms of said loan for the purpose of obtaining an additional advance in the amount of Twenty Five Thousand Five Hundred Nine Dollars and Ninety Eight Cents (\$25,509.98), extending the maturity date from February 1, 1997 to January 1, 2012 and reamortizing the principal and interest payments over a term of One Hundred Eighty (180) months;

WHEREAS, in consideration of Lender's consent to the above-described terms, the interest rate shall be increased from 7.25% to 7.60%. In further consideration of Lender's consent Borrower shall pay to Lender a Modification Fee of Five Hundred Dollars (\$500.00);

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

1. Borrower promises to pay to Lender the sum of Thirty Eight Thousand Dollars (\$38,000.00) which includes the additional advance described above in the amount of Twenty Five Thousand Five Hundred Nine Dollars and Ninety Eight Cents (\$25,509.98) all of which the Borrower promises to pay with interest at a rate of 7.60% per year until paid.
2. Principal and interest payments shall be paid in 180 consecutive monthly installments of Three Hundred Fifty Four Dollars and Forty Three Cents (\$354.43) beginning February 1, 1997. 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 January 1, 2012.



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3. Borrower has paid to Lender a Modification Fee of \$500.00, the receipt of which is hereby acknowledged.
4. 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.
5. 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.

IN WITNESS WHEREOF, Lender and Borrower have executed this Agreement this 19th day of February, 1997.

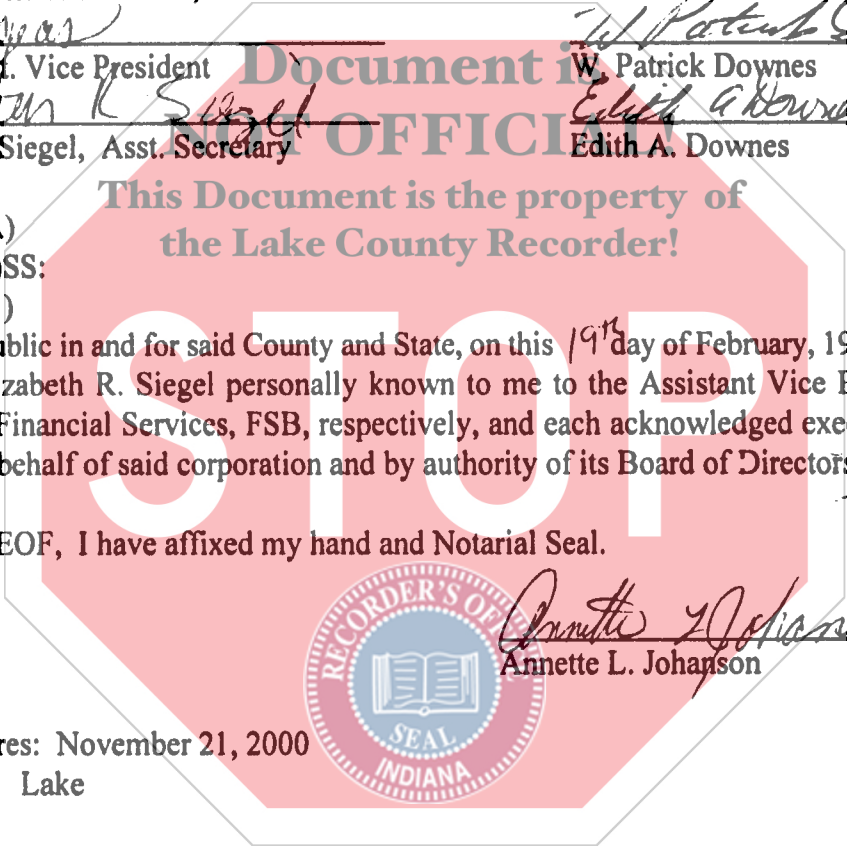
CITIZENS FINANCIAL SERVICES, FSB

BY: Tina Margeas
Tina Margeas, Asst. Vice President

W. Patrick Downes
W. Patrick Downes (Borrower)

ATTEST: Elizabeth R. Siegel
Elizabeth R. Siegel, Asst. Secretary

Edith A. Downes
Edith A. Downes (Borrower)



STATE OF INDIANA)
)SS:

COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 19th day of February, 1997 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.



Annette L. Johanson
Annette L. Johanson Notary Public

My Commission Expires: November 21, 2000
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 19th day of February, 1997, personally appeared W. Patrick Downes and Edith A. Downes, husband and wife and each acknowledged execution of the foregoing instrument.

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

Ben W. [Signature]
Notary Public

My Commission Expires:
County of Residence:

THIS INSTRUMENT PREPARED BY: Tina Margeas, Asst. Vice President
Citizens Financial Services, FSB
5311 Hohman Ave., Hammond Indiana 46320