STATE OF INDIANA LAKE COUNT FILED FOR RECORD

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MORBIS W. CARTER LOAN MODIFICATION AGREEMENT RECUMPER

WHEREAS, Citizens Financial Services, FSB(Lender), loaned Thomas R. Corsiglia and Thomas E. Nitz, Tenants in Common the sum of Fifty Six Thousand Dollars (\$56,000.00), as evidenced by a Note executed by Thomas R. Corsiglia and Thomas E. Nitz on November 27, 1995;

WHEREAS, to secure the repayment of the debt evidenced by the Note, Thomas R. Corsiglia and Thomas E. Nitz, executed and delivered to Lender a Mortgage (Security Instrument) supplemented by a Construction Loan Rider (Rider) each dated November 27, 1995 which Security Instrument and Rider were recorded in the Office of the Recorder of Lake County, Indiana on December 5, 1995 as Document No. 95074171 which Mortgage encumbers to following describead real estate:

County Lot 6, Block 1, Jackson Terrace, in the City of Hammond, as shown in Plat Book 16, in Lake County Indiana

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

WHEREAS, Thomas R. Corsiglia was released from any and all liability for the repayment of the outstanding principal balance;

WHEREAS, Thomas E. Nitz (Borrower) has requested a modification of the terms of said loan for the purpose of increasing the original loan amount from Fifty Six Thousand Dollars (\$56,000.00) to Fifty Nine Thousand Seven Hundred Dollars (\$59,700.00), extending the maturity date from December 1, 2010 to July 1, 2015 and reamortizing monthly principal and interest payments over a term of 213 months;

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

- As of the date of this Agreement, the principal loan amount is Fifty Nine Thousand Seven Hundred Dollars 1. (\$59,700,00) all of which Borrower promises to pay to Lender with interest at a rate of 9.35% per year until paid.
- Principal and interest payments shall be paid in 213 consecutive monthly installments of Five Hundred Seventy Five 2. Dollars and Thirty Cents (\$575.30) beginning November 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 July 1, 2015.
- The Mortgage is hereby amended to secure the principal loan amount of \$59,700.00. 3.
- Borrower hereby certifies that Borrower is the owner of the property described and that except for the Mortgage 4. described in this Agreement, there are no liens, unpaid assessments, unrecorded contracts or claims against the property.
- Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the 5. 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, the Lender and Borrower have executed this Agreement on this day of September, 1997.

(Borrow

CITIZENS FINANCIAL SERVICES, FSB

Tina Margeas, Asst. Nice President

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STATE OF INDIANA)

)SS:

COUNTY OF LAKE )

Before me, a Notary Public in and for said County and State, on this 25 day of September, 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.

nnette 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 25 day of September, 1997, personally appeared Thomas E. Nitz and acknowledged execution of the foregoing instrument.

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

nnette L. Johanson Notary P

My Commission Expires: November 21, 2000

County of Residence: Lake

THIS INSTRUMENT PREPARED BY: Tina Margeas, Asst. Vice President

Citizens Financial Services, FSB

5311 Hohman Ave., Hammond Indiana 46320