

Chicago Title Insurance Company

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 Laine A. Kumstar, hereinafter referred to as Borrower.

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

R-66768-4028

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 Eighty Nine Thousand and 00/100 (\$89,000.00) DOLLARS, bearing date of February 28, 1995, secured by a Mortgage on certain real estate, which was recorded on the 1st day of March, 1995, as Document No.95-04198, in the Office of the Recorder of Porter 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 \$86,744.98, with interest paid to November 1, 1997.

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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 \$86,744.98, payable in monthly installments of \$797.99, with interest at 7.375% per annum, including principal and interest, from 11/1/97 commencing on the 1st day of December 1, 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 November, 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 agrees 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 is 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 2nd day of December, 1997.

AMERICAN SAVINGS, FSB

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

[Signature]
Laine A. Kumstar

ATTEST:

[Signature]
Denise L. Knapp, Secretary

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 Laine A. Kumstar, who acknowledged the execution of the foregoing instrument.

Dated this 2nd day of December, 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

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