

MODIFICATION AGREEMENT

This agreement made this 31st day of August, 1998 by Peoples Bank SB of Munster, Indiana, an Indiana Corporation, party of the first part, hereinafter called Mortgagee Walter S. Schultz and Kathleen M. Schultz, Husband and Wife party of the second part hereinafter called the Mortgagor.

The parties hereto mutually stipulate as follows:

1. The Mortgagor is indebted to Mortgagee under a certain promissory note dated July 23, 1993 in the principal amount of Seventy Thousand and 00/100 Dollars (70,000.00) said Note being secured by a Mortgage dated even therewith and recorded on July 28, 1993 as Document Number 93048978 in the office of the recorder of Lake County, Indiana on the following described real estate:

UNIT 1009 MUIRFIELD COURT, SCHERERVILLE, IN MUIRFIELD CONDOMINIUMS OF BRIAR RIDGE, A RESIDENTIAL CONDOMINIUM ACCORDING TO THE DECLARATION OF HORIZONTAL PROPERTY REGIME, DATED SEPTEMBER 10, 1989 AND RECORDED OCTOBER 25, 1989 AS DOCUMENT NO. 065109, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, TOGETHER WITH THE UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES THERETO.
Commonly known as: 1009 Muirfield Court, Schererville, Indiana 46375

1. Mortgagor represents to Mortgagee that there is no second mortgage or other lien now outstanding against the real property described in the aforesaid mortgage held by Mortgagee that the lien of the aforesaid mortgage held by Mortgagee is valid, first, and subsisting lien on said property.

2. In consideration of the premises and of the mutual agreement herein contained and upon the express condition (1) that the lien of the aforesaid mortgage held by Mortgagee is a valid, first lien and (2) that there is no second mortgage or lien to the mortgage held by mortgagee and further upon the express understanding that breach of either condition shall void this Agreement, the parties hereby agree to the following terms:

a. That the above stated note and mortgage shall remain in full force and effect in all respects except as modified herein. The covenants of said note and mortgage are expressly incorporated by reference herein.

b. The parties hereto mutually agree that there is an outstanding principal balance of Fifty Three Thousand Eight Hundred and 33/100 Dollars (\$53,800.33) on said note and mortgage which shall bear interest at a rate of (6.875%) per annum. The principal and interest evidenced by said note and mortgage shall be paid by mortgagor in consecutive monthly installments of Six Hundred Twenty One and 21/100 Dollars (\$621.21) beginning on the 1st day of September, 1998 and shall continue each month thereafter until the entire indebtedness due is paid in full except that any remaining indebtedness, if not sooner paid, shall be due and payable on August 1, 2008.

In Witness Whereof the parties have set their hands and seals hereto.

Walter S. Schultz
Walter S. Schultz

Peoples Bank SB

Kathleen Schultz
Kathleen M. Schultz
COUNTY OF LAKE

By Daniel W. Moser
DANIEL W. MOSER, Vice President for
Housing Finance

SS:

STATE OF INDIANA

Before me, the undersigned a Notary Public in the aforesaid County and State, on this 31st day of AUGUST, 1998 personally appeared WALTER S. & KATHLEEN M. SCHULTZ and DANIEL W. MOSER, Vice President for Housing Finance and acknowledged the execution of the modification agreement dated this 31st day of AUGUST, 1998.

Witness my hand and official seal.

Karen M. Sulick
Notary Public Karen M. Sulick
My Commission Expires: 3-5-2001

Resident of Polk County

This instrument was prepared by: Frank J. Bochnowski, Attorney at Law #3908-45

COMMUNITY TITLE COMPANY
FILE NO L 6471

9204 Columbia Avenue, Munster, Indiana 46321
219-836-9828

Comm
3337
11A