

**MODIFICATION AGREEMENT**

This agreement made this 30th day of October, 1998 by Peoples Bank SB of Munster, Indiana, an Indiana Corporation, party of the first part, hereinafter called Mortgagee and John R. Byrne and Martha M. Byrne, 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 September 4, 1992 in the principal amount of One Hundred Five Thousand and 00/100 Dollars (\$105,000.00) said Note being secured by a Mortgage dated even therewith and recorded on September 15, 1992 as Document Number 92058197 in the office of the recorder of Lake County, Indiana on the following described real estate:

**LOT 11 IN TWIN CREEK, BLOCK 4, IN THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 50 PAGE 97, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

commonly known as: 9822 Pasturegate Lane, Munster, IN 46321

1. Mortgagor represents to Mortgagee that there is no second mortgage or other subsequent lien now outstanding against the real property described in the aforesaid mortgage held by Mortgagee, and that the lien of the aforesaid mortgage held by Mortgagee is valid, first, and subsisting lien on said real 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 Seventy Seven Thousand Seventy Six and 74/100 Dollars (\$77,076.74) on said mortgage which shall bear interest at a rate of (6.50%) per annum. The principal and interest evidenced by said note and mortgage shall be paid in consecutive monthly installments of Nine Hundred Forty Four and 54/100 Dollars (\$944.54) beginning on the 1st day of November, 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 October 1, 2007.

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

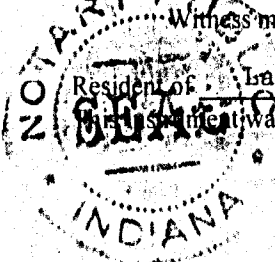
John R. Byrne  
John R. Byrne  
Martha M. Byrne  
Martha M. Byrne



Peoples Bank SB  
By Daniel W. Moser  
Daniel W. Moser, Vice President  
for Housing Finance

COUNTY OF LAKE )  
STATE OF INDIANA )  
SS:

Before me, the undersigned a Notary Public in the aforesaid County and State, on this 30 day of Oct., 1998 personally appeared John R. Byrne & Martha M. Byrne, & Daniel W. Moser, Vice President and acknowledged the execution of the modification agreement dated this 30th day of October, 1998.  
Witness my hand and official seal.



Margaret Travis  
Notary Public Margaret Travis  
My Commission Expires: 12/1/2000

This instrument was prepared by: Frank J. Bochnowski, Attorney at Law #3908-45  
141 W. Lincoln Highway, Schererville, IN 46375  
219-865-4832

HOLD FOR FIRST AMERICAN TITLE  
F25896

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CB