

Chicago Tide Insurance Company

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MODIFICATION AGREEMENT
MORTGAGE, CARTER,
RECORDER.

This agreement made this 29TH day of JANUARY, 1999, between Peoples Bank, A Federal Savings Bank n/k/a Peoples Bank SB (Hereinafter the Bank) and Edward Kozlowski, Sandra L. Kozlowski, and James J. Miskovich, as beneficial owners of Peoples Bank SB Trustee Under Trust Agreement Dated October 25, 1990 and known as Trust Number 10018 party of the second part hereinafter called the Mortgagor.

1. The Mortgagors executed a certain promissory note dated December 27, 1991 whereby the Mortgagor promised to pay the Bank the sum of Five Hundred Thirty Thousand and 00/100 Dollars (\$530,000.00).

2. The aforementioned note of the mortgagor is secured by a mortgage recorded January 7, 1992 as Document No. 92000911 in the office of the recorder of Lake County, Indiana on the following described real estate:

LOT 2, A RESUBDIVISION OF LOTS 1, 2 AND 1 THROUGH 6, HARVEST MANOR, UNIT NO. 1, SECTION NO. 1 TO THE TOWN OF SCHERERVILLE, AS SHOWN IN PLAT BOOK 61, PAGE 49, IN LAKE COUNTY, INDIANA.
Commonly known as: 6629 W. Lincoln Highway, Schererville, IN 46375

Said mortgage was modified on January 30, 1997 and recorded February 6, 1997 as document no. 97007580. Said Modification Agreement is now null and void.

3. 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.

4. 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.

b. The parties hereto mutually agree that there is an outstanding principal balance of Four Hundred Forty One Thousand Seven Hundred Twelve and 18/100 Dollars (\$441,712.18) on said mortgage which shall bear interest at a rate of (7.50%) per annum effective January 1, 1999. The principal and interest evidenced by said note and mortgage shall be paid in consecutive monthly installments of Four Thousand Six Hundred Sixty One and 07/100 Dollars (\$4,661.07) beginning on the 1st day of February, 1999 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 January 1, 2011.

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

Edward Kozlowski
Edward Kozlowski, as beneficial owner of Peoples Bank SB Trust #10018

Peoples Bank SB

Sandra L. Kozlowski
Sandra L. Kozlowski, as beneficial owner of Peoples Bank SB Trust #10018

By: Daniel W. Moser
Daniel W. Moser, Vice President for Housing Finance

James J. Miskovich
James J. Miskovich, as beneficial owner of Peoples Bank SB Trust #10018

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COUNTY OF LAKE)
STATE OF INDIANA)

Before me the undersigned, a Notary Public in the aforesaid County and State on this 29TH day of JANUARY, 1999 personally appeared: EDWARD KOZLOWSKI*, SANDRA L KOZLOWSKI*, JAMES J. MISKOVICH* & DANIEL W. MOSER, VICE PRESIDENT FOR HOUSING* and acknowledged the execution of the modification agreement dated this 29TH day of JANUARY, 1999.

*AS BENEFICIAL OWNER OF PEOPLES BANK SB TRUST #10018

** FINANCE, PEOPLES BANK SB

Notary Public Printed Name MARGARET TRAVIS

Notary Public Signature *Margaret Travis*

My Commission Expires: 12/1/2000

Resident of LAKE County

