

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99084491

99 OCT 14 AM 8:50 LOAN NO. 21-105200-0

MODIFICATION and EXTENSION AGREEMENT
RECORDER

This Agreement, Made and entered into by and between the HFS BANK, F.S.B., a United States Corporation, having its principal office in the City of Hobart, Lake County, Indiana, hereinafter referred to as "BANK", and ELDON E. HAYES hereinafter referred to as "BORROWERS," WITNESSETH, That:

Whereas, the Bank is the owner and holder of a promissory note of the Borrowers for the original sum of One Hundred Eight Thousand & 00/100 (\$108,000.00) Dollars, bearing date of October 13, 1998 together with that certain real estate mortgage securing the payments thereof as made and executed by the Borrowers to the Bank concurrently with the execution of the aforesaid note and recorded in Mortgage 98085339 page _____, in the Office of Recorder of LAKE County, Indiana; and

Whereas, the Borrowers desire a modification and extension of the time and terms of payment of the aforesaid indebtedness;

NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged by the Bank, it is hereby agreed as following:

1. That the aggregate balance remaining unpaid upon the aforesaid indebtedness as of the date hereof is the sum of Eight-two Thousand One Hundred Eleven & 83/100 (\$82,111.83) Dollars;
2. That said remaining indebtedness, with interest there on at the rate of 7.125 per cent per annum on the unpaid balance of principal remaining from time to time, shall be due and payable as follows:

Apply \$15,000.00 to current mortgage balance. Service fee of \$50.00.
Effective 11-1-99. Have the modification recorded (according to Freddie Mac guidelines).
Charge the customer for any recording fees incurred.

All of which the borrowers jointly and severally promise and agree to pay, without relief from valuation and appraisal laws, and with attorney's fees.

3. The Borrowers hereby covenant that they are the owners of the property described in the aforesaid mortgage and that said mortgage is a valid and subsisting first lien thereon, that there are no offsets, counterclaims, or defenses to the sum above mentioned as remaining unpaid, or to any part thereof, either at law or in equity; and said mortgage shall continue as a valid first lien upon the premises therein described, as security for the repayment of said remaining unpaid balance, with interest, at the time and in the manner hereinabove provided
4. The Borrowers further jointly and severally agree that all terms, conditions, and covenants of the aforesaid note and mortgage shall remain unaltered and in full force and effect except as herein expressly modified.

IN WITNESS WHEREOF, the Bank and the Borrowers have executed this agreement as of the 1st day of October, 1999.

HFS Bank, F.S.B.

BY: Kathleen Kolanowski
Kathleen Kolanowski, Vice President

Eldon E. Hayes (SEAL)
Eldon E. Hayes

STATE OF INDIANA)
COUNTY OF Lake) SS:

_____ (SEAL)

Before me, the undersigned, a Notary Public, in and for said County and State, this 1st day of October, 1999, personally appeared the within name of HFS BANK, F.S.B. by Kathleen Kolanowski, its, Vice President and Eldon E. Hayes the within named Bank and Borrowers, who acknowledged the execution of the foregoing agreement for the uses and purposes therein set forth.

Witness my hand and notarial seal.

Charlotte I. Neidow
Notary Public

My Commission expires:
2/5/2008

Charlotte I. Neidow

HFS Bank
5200 Central Ave.
Portage, In. 46348

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m.o. 343-4143-730