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PEOPLES BANK, -SB  
MORTGAGE DEPARTMENT  
9204 COLUMBIA AVENUE  
MUNSTER, IN 46321

STATE OF INDIANA  
LAKE COUNTY  
FILED

2000 014027 MODIFICATION AGREEMENT 2000 MAR 11 10:36

This Agreement made this 21 day of February, 2000 between Peoples Bank SB (Hereinafter the Bank) and Randy N. Parish and Susan J. Parish, husband and wife (Hereinafter the mortgagor) Witnesseth:

1. The Mortgagor executed a certain promissory note dated January 26, 1994 whereby the Mortgagor promised to pay the Bank the sum of Eighty Five Thousand and 00/100 Dollars (\$85,000.00)
2. The aforementioned note of the mortgagor is secured by a mortgage recorded on January 28, 1994 as Document Number 94007577 in the Recorder's Office of Lake County Indiana upon the following described real estate: \*94007576

LOT 20, EXCEPT THE NORTHERLY 102.00 FEET THEREOF, (BY PARALLEL LINES AND AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE THEREOF), IN HUNTERS RUN, PHASE TWO, A PLANNED UNIT DEVELOPMENT IN THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA AS SHOWN IN PLAT BOOK 74, PAGE 13, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA..

Commonly known as: 9997 Hunters Run, St. John, Indiana 46373

3. Mortgagor represents that the lien of the aforesaid mortgage held by Bank is a 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 that the lien of the aforesaid mortgage held by Bank is a valid, first lien and further upon the express understanding that breach of said condition shall void this agreement, the parties hereby agree to the following terms:

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

b. The parties hereto mutually agree that there is an outstanding principal balance Seventy Seven Thousand Two Hundred Fifty Seven and 76/100 Dollars (\$77,257.76) on said note and mortgage which shall bear interest at a rate of 7.5% per annum from February 1, 2000 until January 31, 2007. The interest may change on February 1, 2007 and on that day every twelve months thereafter. The principal and interest evidenced by said note and mortgage shall be paid by Mortgagors in consecutive installments of Five Hundred Seventy Eight and 05/100 Dollars (\$578.05) subject to the interest rate changes, beginning on the 1st day of March, 2000 and shall continue each month thereafter until the entire indebtedness due is paid in full except that any remaining indebtedness due, if not sooner paid, shall be due and payable on February 1, 2024.

c. Beginning with the first Change Date, the interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index".

d. Before each Change Date, the Note Holder will calculate the new interest rate by adding 2.75% to the Current Index. The Note Holder will then round the result of the addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be the new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal which you are expected to owe at the Change Date in full on the maturity date at your new interest rate in substantially equal payments. The result of this calculation will be the new amount of the monthly payment.

e. The new interest rate will become effective on each Change Date. You will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

f. The Note Holder will deliver or mail to you a notice of any changes in the interest rate and the amount of the monthly payment before the effective date of any change. The notice will include information required by law to be given and also title and telephone number of a person who will answer any questions you may have regarding the notice.

HOLD FOR FIRST AMERICAN TITLE

F 30956

13.00  
P.P.  
F.H

- g. The maximum yearly interest rate that will be charged is **13.25%**.
- h. The minimum yearly interest rate that will be charged is **6.25%**.
- i. Interest rate adjustments will not exceed **2.00%** per change period.

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto.

Peoples Bank SB

By: *Daniel W Moser*  
**DANIEL W. MOSER, SR VICE PRESIDENT  
 FOR HOUSING FINANCE**

*Randy N. Parish*  
 Randy N. Parish  
*Susan J. Parish*  
 Susan J. Parish

COUNTY OF LAKE )  
 STATE OF INDIANA )

**Document is  
 NOT OFFICIAL!**

Before me the undersigned, a Notary Public in the aforesaid County and State on this 21 day of FEBRUARY, 2000 personally appeared: RANDY N. PARISH & SUSAN J. PARISH & DANIEL W. MOSER, VICE PRESIDENT and acknowledged the execution of the modification agreement dated this 21 day of FEBRUARY, 2000.

*Margaret Travis*  
 NOTARY PUBLIC SIGNATURE

MARGARET TRAVIS  
 NOTARY PUBLIC PRINTED NAME

My Commission Expires: 12/1/2000

Resident of LAKE County

This Instrument Was Prepared By: Jon E. DeGuilio, Attorney at Law  
141 W. Lincoln Highway, Schererville, Indiana 46375

