

2000 017731

Loan No. 28-109640-3

Leon Hobart  
99201919-2

MODIFICATION and EXTENSION AGREEMENT

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 Leonard A. Rearick 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 FOUR THOUSAND SEVEN HUNDRED AND 00/100 (\$104,700.00) Dollars, bearing date of March 19, 1999 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 <sup>Instrument</sup> Record # 99026764 page       , in the Office of the 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 ONE HUNDRED FOUR THOUSAND SIX HUNDRED FIFTY AND 00/100 (\$ 104,650.00) Dollars;

2. That said remaining indebtedness, with interest thereon at the rate of 7.50% per cent per annum on the unpaid balance of principal remaining from time to time, shall be due and payable as follows:

FIRST PAYMENT DATE: MAY 1, 2000  
PRINCIPAL & INTEREST PAYMENT AMOUNT: \$731.73  
MATURITY DATE: APRIL 1, 2030  
INTEREST RATE: 7.50%

3/3 ARM LOAN

all of which the Borrowers jointly and severally promise and agree to pay, without relief from valuation and appraisement 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 that 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 on of 13th day of March, 2000

HFS BANK, F.S.B.

BY: Kathleen Kolanowski  
Kathleen Kolanowski, Vice President  
(SEAL)

X Leonard A. Rearick (SEAL)  
LEONARD A. REARICK

STATE OF INDIANA)  
COUNTY OF ~~XXXXXX~~ SS:  
LAKE

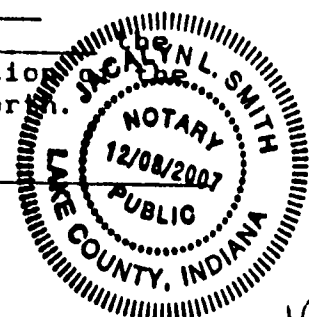
Before me, the undersigned, a Notary Public, in and for said County and State, this 13th day of March, 2000, personally appeared the within name HFS BANK, F.S.B. by Kathleen Kolanowski its, Vice President and LEONARD A. REARICK

within named Bank and Borrowers, who acknowledged the execution foregoing agreement for the uses and purposes therein set forth.

Witness my hand and notarial seal.

My Commission expires:

[Signature]  
Notary Public



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File  
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