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

## **MODIFICATION AGREEMENT**

LM 468154C

This agreement made this 27 day of May, 2000 by Peoples Bank SB of Munster, Indiana, an Indiana Corporation, party of the first part, hereinafter called the Bank and Frank J. Koczur, Jr, and Gaylene R. Koczur, husband and wife party of the second part hereinafter called the Mortgagor.

The parties hereto mutually stipulate as follows:

The Mortgagor is indebted to the Bank under a certain promissory note dated August 20, 1993 in the principal amount of One Hundred Twenty-One Thousand and 00/100 Dollars (\$121,000.00) said Note being secured by a Mortgage dated even therewith and recorded on August 24, 1993 as Document Number 93055261 in the Recorder's Office of Lake County, Indiana on the following described real estate:

THE WEST 28.0 FEET, BY PARALLEL LINES, OF THE EAST 72.0 FEET BY PARALLEL LINES, OF LOT 3, DEERPATH PHASE 3, AS SHOWN IN PLAT BOOK 72, PAGE 70, IN LAKE COUNTY, INDIANA.  $\infty$ 

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Commonly known as:404 Deerpath West, Schererville, Indiana 46375

1. Mortgagor represents to the Bank that there is no second mortgage or other subsequent lien now outstanding against the real property described in the aforesaid mortgage held by the Bank, and that the lien of the aforestated mortgage held by the Bank is a valid, first, and subsisting lien on said real

In consideration of the premises and of the mutual agreement herein contained, and upon 2. the express condition (1) that the lien of the aforesaid mortgage held by the Bank is a valid, first lien and (2) that there is no second mortgagee 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

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 of One Hundred Eleven Thousand Six Hundred Eighteen and 86/100 Dollars (\$111,618.86) on said mortgage which shall bear interest at a rate of 8.00% per annum. The principal and interest evidenced by said note and mortgage shall be paid in consecutive monthly installments of One Thousand Sixty Six and 69/100 Dollars (\$1,066.69) beginning on the 1st day of June, 2000 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 May 1, 2015.

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

W. MOSER, VICE PRESIDENT Bulen FOUR HOUSING FINANCE Gaylene r. Koczur **COUNTY OF LAKE** SS: STATE OF INDIANA Before me, the undersigned a Notary Public in the aforesaid County and State, on this  $\frac{27}{2}$  day of MAY , 2000 personally appeared FRANK J. KOCZUR, JR. AND GAYLENE R. KOCZUR & C.DANIEL W. MOSER, VICE PRESIDENT and acknowledged the execution of the modification agreement dated this 27 Witness my hand and official seal. Margaret Travis Notary Public Resident of LAKE County My Commission Expires: This instrument was prepared by: Jon E. DeGuilio, Attorney at Law #4720-45 141 W. Lincoln Highway, Schererville, IN 46375

219-865-4832