

60800017885
PLEASE RECORD AND RETURN TO:
PEOPLES BANK SB
9204 COLUMBIA AVENUE
MUNSTER, IN 46321

MODIFICATION AGREEMENT

FILED
MUNSTER, IN
RECORDED

2000-044361

This agreement made this 21ST day of MAY, 2000 by Peoples Bank SB of Munster, Indiana, an Indiana Corporation, party of the first part, hereinafter called the Bank and Charles C. Kalbfell and Judith Kalbfell Revocable Living Trust Dated March 10, 1997 party of the second part hereinafter called the Mortgagor.

The parties hereto mutually stipulate as follows:

1. The Mortgagor is indebted to the Bank under a certain promissory note dated August 3, 1992 in the principal amount of One Hundred Fifteen Thousand and 00/100 Dollars (\$115,000.00) said Note being secured by a Mortgage dated even therewith and recorded on August 3, 1992 as Document Number 92049525 in the Recorder's Office of Lake County, Indiana on the following described real estate:

LOT 9, BLOCK 2 IN WHITE OAK MANOR, 2ND ADDITION TO THE TOWN OF MUNSTER AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32 PAGE 58, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.
Commonly known as: 1448 Melbrook Drive, Munster, Indiana 46321

Modification Agreement Dated December 9, 1993 and recorded December 17, 1993 as Document Number 93085378 is now null and void.

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 aforesaid mortgage held by the Bank is a valid, first, and subsisting lien on said real property.

2. 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 the Bank is a valid, first lien and (2) that there is no second mortgage or lien to the mortgage held by mortgagor 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. 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 Sixty Thousand Five Hundred Sixty One and 25/100 Dollars (\$60,561.25) on said mortgage which shall bear interest at a rate of 7.00% per annum. The principal and interest evidenced by said note and mortgage shall be paid in consecutive monthly installments of One Thousand Three Hundred Ten and 65/100 Dollars (\$1,310.65) beginning on the 1st day of May, 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 October 1, 2004.

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

Charles C. Kalbfell
Charles C. Kalbfell
Judith A. Kalbfell
Judith A. Kalbfell



Peoples Bank SB
By Daniel W. Moser
DANIEL W. MOSER, VICE PRESIDENT
FOR HOUSING FINANCE

COUNTY OF LAKE)
STATE OF INDIANA) SS:

Before me, the undersigned a Notary Public in the aforesaid County and State, on this 1ST day of MAY, 2000 personally appeared CHARLES C. KALBFELL & JUDITH A. KALBFELL & DANIEL W. MOSER, VICE PRESIDENT and acknowledged the execution of the

modification agreement dated this 1 day of MAY, 2000.
Witness my hand and official seal.

Margaret Travis
Notary Public MARGARET TRAVIS
My Commission Expires: 12/1/2000

Resident of LAKE County
This instrument was prepared by: Jon E. DeGuilio, Attorney at Law #4720-45
141 W. Lincoln Highway, Schererville, IN 46375
219-865-4832

F31106

HOLD FOR FIRST AMERICAN TITLE

10.00
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