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2000 045839

Loan No: 0008465544

Tilor Hobart 99208125 / Borens

LOAN ASSUMPTION / MODIFICATION AGREEMENT

Maximum principal indebtedness for Tennessee recording tax purposes is 0. Exactly same collateral as prior debt; does not increase principal debt.

THIS AGREEMENT made and entered into this 14TH ~~13th~~ day of April, 2000, by and between UNION PLANTERS BANK, N.A., Memphis, Tennessee, (the "Lender"); and Charles R. Borens and Wanda J. Jurdzy (the "Borrower").

WITNESSETH:

WHEREAS, ON ~~May 11, 1998~~ March 11, 1993 Richard R. Heideman and wife, Sherie L. Heideman (the "Seller") executed a promissory note (the "Note") payable to the lender in the principal amount of SEVENTY-TWO THOUSAND, SEVEN HUNDRED SIXTY-NINE and NO/100 (\$72,769.00) Dollars, the note being presently held by the Lender and secured by a Deed of Trust (the "Deed of Trust") recorded in the Lake County, Indiana (state), as Instrument No. 93017269 Book page(s)

WHEREAS, on the date hereof the outstanding principal balance of the Note is SIXTY-SIX THOUSAND, THREE HUNDRED TWENTY-FIVE and NO/100 (\$ 66,325.00) Dollars;

WHEREAS, the Seller desires to sell and the Borrower desires to purchase the real property pledged in the Deed of Trust (the "Property") and to assume payment of the indebtedness evidenced by the Note and performance of the obligations set forth in the Deed of Trust; and

WHEREAS, the Lender is willing to consent to said purchase and assumption upon the agreement of the Borrower to make, keep and perform all of the terms, conditions and covenants hereinafter set forth;

NOW, THEREFORE, in consideration of the Lender not accelerating the maturity of the Note and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. The Borrower hereby assumes payment of the entire indebtedness evidenced by the Note and promises to pay the same as set forth herein. The Borrower further assumes and agrees to keep and perform each and every term, condition and covenant of the Note and the Deed of Trust.
2. The terms of the Note are modified as follows::
 - a. Interest rate 8.00
 - b. The Note shall be payable as follows:

Principal and interest shall be payable in consecutive monthly installments of FIVE HUNDRED THIRTY-THREE and 96/100 (\$533.96) dollars, on the 1st day of each month beginning May 1, 2000. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on April 1, 2023.

14.00
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3. In addition, the Borrower hereby agrees to pay to the Lender on the same day each monthly installment is due 1/12 of the annual premium of mortgage insurance, hazard insurance, taxes, flood insurance, and other assessments as may be applicable. The total monthly payment as of the May 1, 2000 payment is \$ 716.63. The escrow portion is subject to changes.

4. The lien of the Deed of Trust is hereby so extended that same shall not be barred by any applicable statute of limitations until ten (10) years from the date of maturity of the Note as set forth hereinabove, and the lien of the Deed of Trust shall remain in full force and effect and unimpaired for a period of ten (10) years from said date of maturity.

5. In the event of default in the terms, conditions or covenants of the Note or the Deed of Trust, the holder of said indebtedness, at its option, may declare said indebtedness accelerated and matured for all purposes and may proceed to foreclose on the Property or to exercise any other right or privilege granted in the Note, the Deed of Trust or by law.

6. The terms, conditions and covenants of all instruments evidencing or securing the aforesaid indebtedness shall remain in full force and effect and shall in no manner be affected by the execution of the Agreement except as the same are expressly modified herein.

7. The execution of this Agreement does not discharge any other obligors, sureties, endorsers or guarantors of the Note, and all rights of the Lender against any or all of the same are expressly reserved. The Seller is released from any and all liability under the Note.

8. The Borrower expressly waives all right of homestead exemption in the equitable and statutory redemption of the Property and relinquishes all right of dower and curtesy and all other marital rights in the Property.

9. A full release of the Deed of Trust shall constitute a release of this Agreement.

10. In the event this Agreement is executed by more than one Borrower, the Borrower's obligations as set forth herein and in the Note and the Deed of Trust shall be joint and several.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, next of kin, successors, assigns, transferees and grantees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14TH 11/3RD day of April, 2000.

BORROWER(S):

Charles R. Borens
Charles R. Borens

Wanda J. Jurdzy
Wanda J. Jurdzy

UNION PLANTERS BANK, N.A.

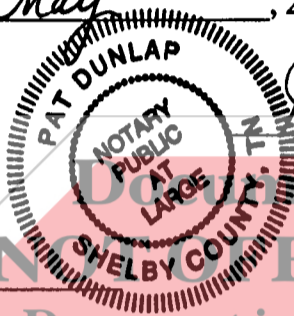
By: Marsha P. Murley
Marsha P. Murley
Assistant Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public, within and for said County and State, at Memphis, duly commissioned and qualified, personally appeared Marsha P. Murley with whom I am personally acquainted, and who, upon her oath, acknowledged herself to be the Assistant Vice President of Union Planters Bank, the within named bargainer, a national association; and she as such officer, being duly authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing thereto the name of the corporation by herself as such officer.

WITNESS my hand and Notarial Seal at my office in said Shelby County, at Memphis, this the 11th day of May, 2000.

My Commission Expires:
MY COMMISSION EXPIRES:
AUGUST 8, 2000



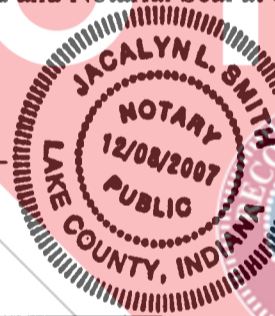
Pat Dunlap
- Notary Public

STATE OF INDIANA
COUNTY OF LAKE

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared CHARLES R. BORENS AND WANDA J. JURDZY to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that THEY executed the same as THEIR free act and deed.

WITNESS my hand and Notarial Seal at office this 14TH day of APRIL, 2000.

My Commission Expires:



Jacalyn L. Smith
- Notary Public

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared _____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that _____ executed the same as _____ free act and deed.

WITNESS my hand and Notarial Seal at office this _____ day of _____, 2000.

My Commission Expires:

- Notary Public

THIS INSTRUMENT PREPARED BY MARSHA P. MURLEY
AND RETURN TO:

UNION PLANTERS BANK, N.A.
Special Loans Department, AX2
P. O. Box 1860
Memphis, TN 38101-1860