MODIFICATION AGREEMENT

This Agreement made this <u>1ST</u> day of <u>OCTOBER</u>, <u>2000</u> between Peoples Bank SR (Hereinafter the Bank) and <u>Sylvia Ramirez</u>(Hereinafter the Borrower) Witnesseth:

- 1. The Borrower executed a certain promissory note dated May 5, 2000 whereby the Borrower promised to pay the Bank the sum of Sixty Thousand and 00/100 Dollars (\$60,000.00)
- 2. The aforesaid note of the borrower is secured by a mortgage recorded on May 12, 2005 as Document No. 2000032428 in the Recorder's Office of Lake County Indiana upon the following described real estate:

LOTS 21 AND 22 IN BLOCK 12 IN GOLFMOOR, IN THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 21 PAGE 56, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Commonly known as: 3343 Condit Avenue, Highland, Indiana 46322

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

 This Document is the property of
- 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 of Fifty Six Thousand Eight Hundred Thirty Nine and 98/100 Dollars (56,839.98) on said note which shall bear interest rate of 7.875% per annum from September 1, 2000 until August 31, 2005. The interest rate may change on September 1, 2005 and on that day every twelve months thereafter. The principal and interest evidenced by said note and mortgage shall be paid by Borrower in consecutive installments of Four Hundred Twelve and 99/100 Dollars (412.99) subject to interest rate changes, beginning on October 1, 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 June 1, 2030.
- 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 Bill 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.

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 <u>June 1, 2030</u> 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 monthy payment date after the Change Date until the amount of the monthly payment changes again.
 - f. The maximum yearly interest rate that will be charged is 13.25%.
 - g. The minimum yearly interest rate that will be charged is 6.00%.
 - h. Interest rate adjustments will not exceed 2.00% per change period

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Return: Peoples Bank

13.00 Ac 7.7 IN WITNESS WHEREOF, The Parties have set their hands and seals hereto.

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Peoples Bank SB DANIEL W. MOSER, SR. VICE PRESIDENT FOR HOUSING FINANCE

COUNTY OF LAKE) STATE OF INDIANA)

Before me the undersigned, a Notary Public in the foresaid County and State on this 1ST day of OCTOBER, 2000 personally appeared: SYLVIA RAMIREZ, DANIEL W. MOSER SR. VICE PRESIDENT FOR HOUSING FINANCE OF PEOPLES BANK SB acknowledged the execution of the modification agreement dated this 15T

ument is the property of

My Commission Expires: 12/1/2000

NOTARY PUBLIC PRINTED NAME County LAKE

This Instrument Was Prepared By: Jon E. DeGuilio, Attorney at Law

141 W. Lincoln Highway, Schererville, IN 46375

Resident of _

