

2002 007033



LOAN MODIFICATION AGREEMENT

7009**4**

LAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAMMOND WHEREAS,

loaned

William J. Jarecki and Germaine M. Jarecki, as Trustees of the Jarecki Living Trust, Dated March 22, 1994 the sum of One Hundred Eight Thousand and no/100--- (\$108,000.00) as evidenced by a note and mortgage dated October 5, 1998, and recorded October 8, 1998, as Document Number 980779701, in the public records in the County of Lake, State of Indiana where the mortgaged property is located, which note and mortgage are hereby incorporated herein as part of this instrument, and

WHEREAS, the undersigned, owner of said premises, has found it necessary and does hereby request a modification of the terms of said loan for the following reasons:

Upon payment of a \$750.00 fee, to establish a new principal and interest payment, due to the modification of the terms of the loan to an interest rate of 5.625%, amortized over the remaining 323 months; the new interest rate to be effective December 1, 2001; the new payment to be effective January 1, 2002; the new late charge to be \$31.44; the new balloon maturity date to be December 1, 2006; a Balloon Rider is hereby incorporated into this agreement;

AND, WHEREAS, the parties desire to restate the modified terms of said so that there shall be no misunderstanding of the matter: **Jocument is**

THEREFORE, it is hereby agreed that, as of the date of this agreement, the unpaid balance of said indebtedness is One Hundred Four Thousand Five Hundred Eighteen and 57/100-- Dollars (\$ 104,518.57), all of which the undersigned promises to pay with interest at 5.625% per annum until paid, and that the same shall be payable in monthly payments of Six Hundred Twenty Eight and 76/100---Dollars (\$628.76), per month beginning on the First day of January, 2002, to be applied first to interest and balance to principal, plus a sum estimated to be sufficient to discharge tax and insurance obligations (which sum may be adjusted as necessary); with a balloon maturity date of December 1, 2006; and that in all other respects said mortgage contract shall remain in full force and effect. The Covenants of said agreement, mortgage and note are expressly incorporated by reference herein.

Signed, sealed and delivered this

LAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAMMOND

7th day of December, 2001. CTIC Has made an accomodation recording of the instrument. We Have made no examination of the instrument or the land affected.

lanes James M/Lowry, Vice President

ermaine Germaine M. Jarecki, as Trustee

STATE OF INDIANA.

by,

County, ss: Before me, the undersigned, a Notary Public in and for said County and State, this 1th day of December, 2001, personally appeared WILLIAM I JAPECH AND GERMANNEM JAPECH and acknowledged the execution

of the forgoing loan modification agreement. Witness by hand and official seal.

My commission expires: 3119108

LAKE

Resident of

County.

Signature!

JOYCE GURTATOWSKI, Notary Public

(1,00 cs.)



BALLOON RIDER

(CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS)

THIS BALLOON RIDER is made this
[Property Address]
The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."
ADDITIONAL COVENANTS . In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):
1. CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS
At the maturity date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to extend the Note Maturity Date toDecember1,2011
If I want to exercise the Conditional Modification and Extension Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date; (3) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument was recorded; (4) the Modified Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below. 3. CALCULATING THE MODIFIED NOTE RATE
The Modified Note Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "Modified Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that I notify the Note Holder of my election to exercise the Conditional Modification and Extension Option. If this required net yield is not available, the Note Holder will determine the Modified Note Rate by using comparable information. Form 3190 (3/99)
[
MULTISTATE BALLOON RIDER (MODIFICATION AND EXTENSION)—Single Family—Freddie Mac UNIFORM INSTRUMENT
Bankers Systems, Inc., St. Cloud, MN Form FHLMC-3190 4/20/99

MENT AMOUNT	YAq	NEM	THE	DNITA	CALCUL	`t
-------------	-----	-----	-----	--------------	--------	----

Provided the Modified Mote Rate as calculated in Section 3 above is not greater than 5 percentage points above the Mote Rate and all other conditions required in Section 2 above astisfied, the Mote Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Mote and Security Instrument on the Mote Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the remaining extended term at the Modified Mote Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payment every month until the Mote is fully paid.

5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Mote Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Modification and Extension Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with order to exercise the Conditional Modification and Extension Option. If I meet the conditional motifying the Note Holder will provide my payment record information, together with order to exercise the Conditional Modification and Extension Option by prior to the Note Holder no earlier than 60 calendar days and no later than 45 calendar days notifying the Note Holder no earlier than 60 calendar days and no later than 45 calendar days notifying the Note Holder no earlier than 60 calendar days and no later than 60 calendar days or to the Note Holder no earlier than 60 calendar days and no later than 45 calendar days brich in the Maturity Date the Note Holder will advise me of the note provide the Note Holder will advise me of the new interest rate (the Modified Note Rate), new monthly payment amount and a date, time and place at which I must appear to with acceptable proof of my required ownership, occupancy and property lien status. Before also not monthly payment amount and a date, time and place at which I must appear to he Note Rate), new monthly payment amount and a date, time and place at which I must appear to calculate the costs associated with the exercise of the Conditional Modification and Extension and the costs associated with the exercise of the Conditional Modification and Extension and the costs associated with the exercise of the done of the costs associated with the exercise of the done of the done of the costs associated with the cost of updating the cities in the costs associated with the cost of updating the cities in the cost of the done of the costs of

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Balloon Rider.

Form 3190 (3/99)	
(MOS) pawonod- [VInO IsniginO ngiS]	бетталпе М. Јагескі (√
-Borrower (Seal)	William J. Parkcki Germaine M. Jarecki Germaine M. Jarecki
(Seal)	William & proch

(bage 2 of 2)

Bankers Systems, Inc., St. Cloud, MN Form FHLMC-3190 4/20/99