2002 073965



FERRIER 21-117520-7

MODIFICATION and EXTENSION AGREEMENT

This Agreement, Made and entered into by and between the HFS BANK, F.S.B., a United States Corporation, having its principal office in the City of Hobart, Lake County, Indiana, hereinafter referred to as "BANK", and REGINA G. BLAIR hereinafter referred to as "BORROWERS," WITNESSETH, That:

Whereas, the Bank is the owner and holder of a promissory note of the Borrowers for the original sum of ONE HUNDRED SEVENTY ONE THOUSAND SIX HUNDRED FIFTY & 00/100 (171,650.00) Dollars, bearing date of JANUARY 10, 2002 together with that certain real estate mortgage securing the payments thereof as made and executed by the Borrowers to the Bank concurrently with the execution of the aforesaid note and recorded in Mortgage page __ , in the Office of the Recorder of LAKE County, Indiana; and

Whereas, the Borrowers desire a modification and extension of the time and terms of payment of the

aforesaid indebtedness; Recorded January 15,2002 as Document \$2002 005001 NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged by the Bank, it is hereby agreed as following:

- That the aggregate balance remaining unpaid upon the aforesaid indebtedness as of the date hereof is the sum ONE HUNDRED SEVENTY ONE THOUSAND SIX HUNDRED FIFTY & 00/100 (171,650.00) **Document 1s**
- 2. That said remaining indebtedness, with interest there on at the rate of 6.625 per cent per annum on the unpaid balance of principal remaining from time to time, shall be due and payable as follows:

PAYMENT AMOUNT: \$1,099.10 PRINCIPAL & INTEREST Y OF **INTEREST RATE: 6.625%**

FIRST PAYMENT DUE DATE: 10/01/2002 y Recorder!

FIXED RATE / TERM 360 /MATURITY DATED 9/01/2032

All of which the borrowers jointly and severally promise and agree to pay, without relief from valuation and appraisement laws, and with attorney's fees.

- The Borrowers hereby covenant that they are the owners of the property described in the aforesaid mortgage and that said mortgage is a valid and subsisting first lien thereon, that there are no offsets, counterclaims, or defenses to the sum above mentioned as remaining unpaid, or to any part thereof, either at law or in equity; and said mortgage shall continue as a valid first lien upon the premises therein described, as security for the repayment of said remaining unpaid balance, with interest, at the time and in the manner hereinabove provided.
- The Borrowers further jointly and severally agree that all terms, conditions, and covenants of the aforesaid note and mortgage shall remain unaltered and in full force and effect except as herein expressly modified.

day of AUGUST, 2002.

HFS Bank, F.S.B

STATE OF INDIANA) COUNTY OF PORTER) SS:

A G. BLAIR (SEAL)

(SEAL)

Before me, the undersigned, a Notary Public, in and for said County and State, this *13TH* AUGUST, 2002, personally appeared the within name of HFS BANK, F.S.B. by JANET A. GORNICK, its Vice <u>President</u> and <u>REGINA G. BLAIR</u> the within named Bank and Borrowers, who acknowledged the execution of the foregoing agreement for the uses and purposes therein set forth.

Witness my hand and notarial seal.

My Commission expires: 2/05/2008

Notary Public

CHARLOTTE I. NEIDOW

This document was prepared by: Janet A. Gornick