

STATE OF GODIAN LAKE COUNTY FILED FOR RECORD

2006 070577

2006 AUS 14 AMII: 50

MICHELLA BROWN

## LOAN MODIFICATION AGREEMENT

WHEREAS, LAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAMMOND, n/k/a, LAKE FEDERAL BANK, FSB loaned Joel S Munoz, the sum of Seventy Nine Thousand Two Hundred and no/100--- Dollars (\$ 79,200.00), as evidenced by a note and mortgage dated June 4, 2001, and recorded June 7, 2001, as Document Number 2001 043798, 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 an Advance of \$850.00, to convert this loan from a 5 year balloon to a 300 month Adjustable Rate Loan; Interest Rate to be 6.000%, effective July 1, 2006; payment to be effective August 1, 2006; late charge to be 5% of the adjusted principal and interest payment;

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

THEREFORE, it is hereby agreed that, as of the date of this agreement, the unpaid balance of said indebtedness is Seventy Four Thousand Seven Hundred Seventy Two Dollars and 94/100—Dollars (\$ 74,772.94), all of which the undersigned promises to pay with interest until paid, and that the same shall be payable in monthly installments of Four Hundred Eight One and 76/100 Dollars (\$481.76), per month beginning on the First day of August, 2006, to be applied first to interest and balance to principal, plus a sum estimated to sufficient to discharge tax and insurance obligations (which sum may be adjusted as necessary); the new interest rate to become effective July 1, 2006; the interest rate may change July 1, 2011 and every July 1 thereafter; the interest rate will never be increased or decreased on any single Change Date by more than 2.0% from the rate from the proceeding period; the payment date reflecting the change in the new interest rate will be August 1, 2011; and the maturity date will be July 1, 2031; 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.

This Instrument prepared by: Greald R. Skrabala, President

I affirm, under penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

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## ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this
Lake Federal Bank, FSB
and the state of t
(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
1240 Camellia Drive #8 Munster, Indiana 46321 [Property Address]
NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE WILL RESULT
IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.
ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the
Security Instrument, Borrower and Lender further covenant and agree as follows:
A. INTEREST RATE AND PERIODIC PAYMENT CHANGES  The Note provides for an initial interest rate of
The Note provides for an initial interest rate of 6.000 %. The Note provides for changes in the interest rate and the payments, as follows:
3. PAYMENTS (A) Periodic Payments
I will pay principal and interest by making periodic payments when scheduled: (mark one):
I will make my periodic payments on the first day of each month beginning on
☐ I will make my periodic payments as follows:
E LIDE
MULTISTATE ADJUSTABLE RATE RIDER Bankers Systems, Inc., St. Cloud, MN Form ARLR 8/24/2000
ref: ADJ-NOTE (page 1 of 3 pages)

(C) Calculation of Changes
Before each Change Date, the Note Holder will calculate my new interest rate by Two and One Half
percentage points (2.500%) to the Current Index. The result of this calculation:
will not be rounded off.
☑ will be rounded off by the Note Holder to the nearest
will be rounded off by the Note Holder up to the nearest%.
will be rounded off by the Note Holder down to the nearest
Subject to the limitations stated in Section 4(D) below, this amount will be my new interest
rate until the next Change Date.
The Note Holder will then determine the amount of the periodic payment that would be
sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full
on the Maturity Date at my new interest rate in substantially equal payments. The result of this
calculation will be the new amount of my periodic payment.
(D) Limits on Interest Rate Changes
My interest rate will never be increased or decreased on any single Change Date by
more than2.000 percentage points from the rate of interest I have been
paying for the preceding period. Ocument 18
My interest rate will never be greater than21,000% or less than
6.000 NOT OFFICIAL!
(E) Effective Date of Changes  My new interest rate will become effective on each Change Date. I will pay the amount of
my new interest rate will become enective on each Change Date. I will pay the amount of my new periodic payment beginning on the first periodic payment date after the Change Date
until the amount of my periodic payment changes again.
(F) Notice of Changes
At least 25 days, but no more than 120 days, before the effective date of any payment
change, the Note Holder will deliver or mail to me a notice of any changes in my interest rate
and the amount of my periodic payment. The notice will include information required by law
to be given to me and also the title and telephone number of a person who will answer any
question I may have regarding the notice.
B. FUNDS FOR TAXES AND INSURANCE
Uniform Covenant 3 of the Security Instrument is waived by the Lender.
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained
in this Adjustable Rate Rider
(Seal) -Borrower
Joel S. Munoz
(Seal) -Borrower
WOIANA HILL
Bankers Systems, Inc., St. Cloud, MN Form ARLR 8/24/2000 (page 3 of 3 pages)