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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 106745

2006 DEC -5 AM 9:33

MICHAEL A. BROWN
RECORDER

6214944 LM

LOAN MODIFICATION AGREEMENT

WHEREAS, LAKE FEDERAL SAVINGS AND LOAN ASSOCIATION OF HAMMOND k/n/a LAKE FEDERAL BANK, FSB loaned **Thomas L. Kirsch, II and Rebecca C. Kirsch**, Husband and Wife the sum of One Hundred Fifty Thousand and no/100 Dollars (\$ 150,000.00), as evidenced by a note and mortgage and balloon rider dated November 19, 2001, and recorded November 26, 2001, as Document Number 2001 095324 in the public records in the County of Lake, State of Indiana, where the mortgaged property is located, 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 \$434.60 fee, to advance the sum of Thirty Five Thousand and No/100 Dollars---(\$35,000.00), and exercise the Balloon Rider option to extend the Maturity Date to December 1, 2011; with an unamortized term of 300 months.

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 One Hundred Thirty Nine Thousand Twenty Eight and 72/100---Dollars (\$139,028.72), all of which the undersigned promises to pay with interest at 6.750% per annum until paid, and that the same shall be payable in monthly installments of Nine Hundred Sixty and 57/100 Dollars---(\$960.57), per month beginning on the First day of January, 2007, to be applied first to interest and balance to principal; the new Maturity Date will be December 1, 2011, the Late Charge will be \$48.03 and that in all other respects said mortgage contract shall remain in full force and effect. The Covenants of said mortgage, note and balloon rider are expressly incorporated by reference herein.

Signed, sealed and delivered this 24th day of November, 2006.

LAKE FEDERAL BANK, FSB

by,

Gerald R. Skrabala
Gerald R. Skrabala, President

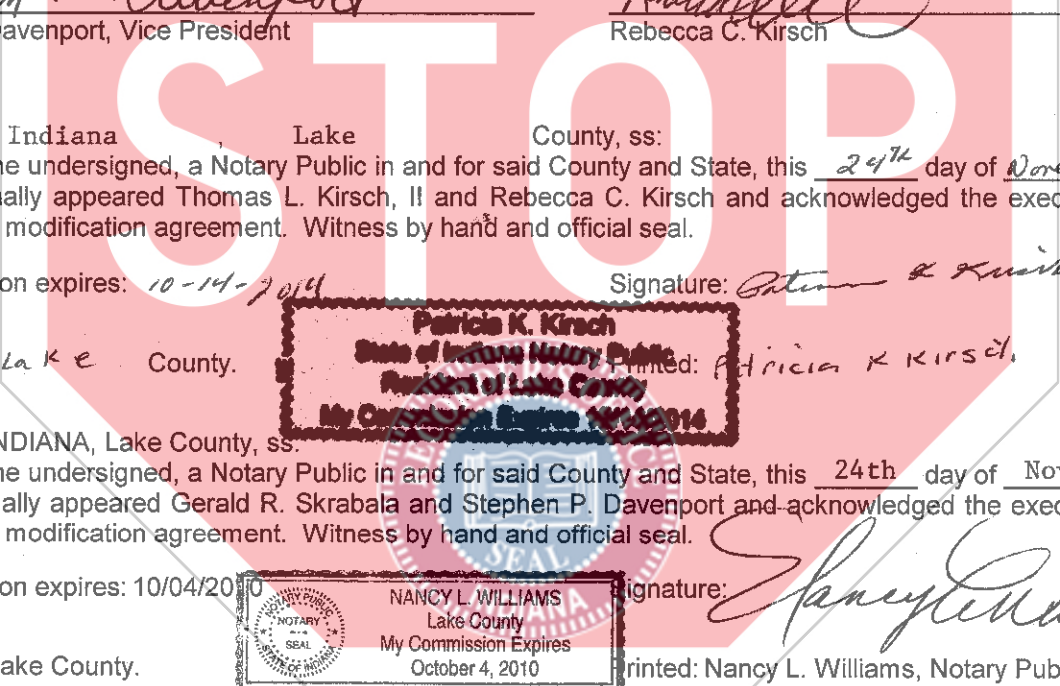
Stephen P. Davenport
Stephen P. Davenport, Vice President

Thomas L. Kirsch, II
Thomas L. Kirsch, II

Rebecca C. Kirsch
Rebecca C. Kirsch

Chicago Title Insurance Company

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STATE OF Indiana Lake County, ss:
Before me, the undersigned, a Notary Public in and for said County and State, this 24th day of November, 2006, personally appeared Thomas L. Kirsch, II and Rebecca C. Kirsch and acknowledged the execution of the forgoing loan modification agreement. Witness by hand and official seal.

My commission expires: 10-14-2014 Signature: Patricia K. Kirsch

Resident of Lake County. Printed: Patricia K. Kirsch



STATE OF INDIANA, Lake County, ss.
Before me, the undersigned, a Notary Public in and for said County and State, this 24th day of November, 2006, personally appeared Gerald R. Skrabala and Stephen P. Davenport and acknowledged the execution of the forgoing loan modification agreement. Witness by hand and official seal.

My commission expires: 10/04/2010 Signature: Nancy L. Williams

Resident of Lake County. Printed: Nancy L. Williams, Notary Public



This document prepared by: Gerald R. Skrabala

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law (Gerald R. Skrabala).

Notary Public for Indiana

Notary Public for Indiana
Notary Public for Indiana
Notary Public for Indiana

**CTIC Has made an accomodation
recording of the instrument.**

\$18
CT
CA

BALLOON RIDER

(CONDITIONAL MODIFICATION AND EXTENSION OF LOAN TERMS)

THIS BALLOON RIDER is made this 15th day of November, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to

Lake Federal Bank, FSB

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

9848 Margo Lane, Munster, Indiana 46321
[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 to December 1, 2016 (the "Extended Maturity Date") and modify the Note Rate to the "Modified Note Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Modification and Extension Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate or extend the Note Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

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: (a) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (b) 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

**MULTISTATE BALLOON RIDER (Modification and Extension) - Single Family - Freddie Mac
UNIFORM INSTRUMENT
Form 3190 1/01**

Wolters Kluwer Financial Services
VMP®-877R (0402).01
Page 1 of 3

Initials: 



Initials: *WJ*

The Note Holder will notify me at least 60 calendar days in advance of the Note 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 the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Modification and Extension Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Modification and Extension Option by notifying the Note Holder no earlier than 60 calendar days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate the fixed Modified Note Rate based upon the Federal Home Loan Mortgage Corporation's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Note Maturity Date 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 sign any documents required to complete the required Note Rate modification and Note Maturity Date extension. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Conditional Modification and Extension Option, including but not limited to the cost of updating the title insurance policy.

5. EXERCISING THE CONDITIONAL MODIFICATION AND EXTENSION OPTION

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

4. CALCULATING THE NEW PAYMENT AMOUNT

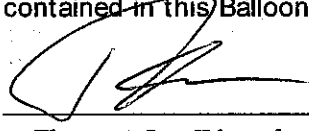
by using comparable information. this required net yield is not available, the Note Holder will determine the Modified Note Rate Note Holder of my election to exercise the Conditional Modification and Extension Option. If yield shall be the applicable net yield in effect on the date and time of day that I notify the nearest one-eighth of one percent (0.125%) (the "Modified Note Rate"). The required net 60-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to a The Modified Note Rate will be a fixed rate of interest equal to the Federal Home Loan

3. CALCULATING THE MODIFIED NOTE RATE

request to the Note Holder as provided in Section 5 below. cannot be more than 5 percentage points above the Note Rate; and (e) I must make a written and payable) arising after the Security Instrument was recorded; (d) the Modified Note Rate matters affecting title to the Property (except for taxes and special assessments not yet due Date; (c) there are no liens, defects, or encumbrances against the Property, or other adverse



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



Thomas L. Kirsch, II (Seal)
-Borrower



Rebecca C. Kirsch (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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[Sign Original Only]

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Page 3 of 3

Form 3190.1/01

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