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Grantee's Address
American Savings, FSB
1001 Main St.
Dyer, Indiana 46311

RECORDER
RECORDED

04-69319208

PROMISSORY NOTE AND LOAN MODIFICATION AGREEMENT

THIS AGREEMENT is entered into by and between AMERICAN SAVINGS, FSB, a U.S. CORPORATION, hereinafter referred to as Lender and Lawrence V. Ponziano, hereinafter referred to as Borrower:

WITNESSETH, that Borrower represents warrants and agrees as follows:

- 1) Borrower is indebted to Lender by virtue of a Home Equity Line of Credit Agreement of the Borrower bearing date of April 28, 2004, in the original amount of \$60,000.00 secured by a mortgage to Lender of even date, which mortgage was recorded on May 14, 2004 as Document No. 2004 040010 the Office of the Recorder of Lake County, Indiana.
- 2) Lender is the owner and holder of said Note and Mortgage.

For mutual consideration, the receipt of which is hereby acknowledged, the Lender and Borrower are mutually desirous of and agree to modify the terms of said Home Equity Line of Credit Agreement secured by said Note and Mortgage as follows:

Borrower have requested and Lender has agreed as follows:

- 1) **Modification to increase Home Equity line of Credit from \$60,000.00 to \$120,000.00**

Borrower agrees to abide by all of the terms, conditions and covenants contained in the aforesaid Home Equity Line of Credit Agreement as modified herein. Borrower specifically agrees, presents and acknowledges that proper legal and adequate consideration is being given them to enter into this Agreement and that Borrower is and continues to be legally bound and obligated for, by and under said indebtedness as modified herein.

The Borrower further agree that all terms, conditions and covenants of the aforesaid indebtedness shall remain unaltered and in full force and effect as herein expressly modified.

IN WITNESS THEREOF, the Lender and Borrower have executed this agreement this 15th day of August, 2008.

AMERICAN SAVINGS, FSB

By:

Todd C. Williams, Vice President



Borrower

Lawrence V. Ponziano

ATTEST:

By:

Bob Rossa, Vice President
STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

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.

Todd C. Williams, Vice President

Before me, the undersigned Notary Public, did personally appear Todd C. Williams, Vice President and Bob Rossa Vice President, for and on behalf of American Savings, FSB, a U. S. Corporation and Lawrence V. Ponziano, the Borrower, and acknowledges the execution of the foregoing instrument.

Dated this 15th day of August, 2008.

WITNESS MY HAND AND NOTARIAL SEAL.

Commission Expires: January 9, 2016

County of Residence: Lake

Prepared by: Clement B. Knapp, Jr., Attorney at Law

Betty B. O'Rourke, Notary Public

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