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**ASSUMPTION AND MODIFICATION AGREEMENT**

This agreement made this 9th day of September, 2008 by Peoples Bank SB of Munster, Indiana, an Indiana Corporation, hereinafter called Bank and James L. Wieser, as Trustee of the James L. Wieser Revocable Living Trust dated July 28, 1994, as to an undivided 1/2 and Melanie M. Sterba, as Trustee of the Melanie M. Sterba Revocable Living Trust dated August 4, 1994, as to an undivided 1/2

The parties hereto mutually stipulate as follows:

1. That James L. Wieser, as Trustee of the James L. Wieser Revocable Living Trust dated July 28, 1994, as to an undivided 1/2 and Melanie M. Sterba, as Trustee of the Melanie M. Sterba Revocable Living Trust dated August 4, 1994, as to an undivided 1/2 is indebted to Bank under a certain promissory note dated June 28, 2004 in the principal amount of One hundred Sixty Three Thousand Two Hundred Dollars and No/100 (\$163,200.00) said Note being secured by a Mortgage dated even therewith and recorded on July 2, 2004, a Document Number 2004 056142 in the office of the recorder of Lake County, Indiana on the following described real estate:

LOT 107 AND THE NORTHERLY 1 FOOT OF LOT 108 IN GOLFVIEW SUBDIVISION PHASE A, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 22 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND AS AMENDED BY CERTIFICATE RECORDED JULY 23, 2001 AS DOCUMENT NO. 2001 057682, AND FURTHER AMENDED BY CERTIFICATE OF AMENDMENT RECORDED NOVEMBER 30, 2001 AS DOCUMENT NO. 2001 097919.

Commonly known as: 11545 Kennedy Place, Cedar Lake, IN 46303

2. James L. Wieser, as Trustee of the James L. Wieser Revocable Living Trust dated July 28, 1994, as to an undivided 1/2 and Melanie M. Sterba, as Trustee of the Melanie M. Sterba Revocable Living Trust dated August 4, 1994, as to an undivided 1/2 no longer has ownership in the property described in said mortgage as it has been conveyed to Patrick E. Wieser and Kelly R. Phillips, Joint tenants with the rights of survivorship.

3. In consideration of the execution of this Agreement by Bank, Patrick E. Wieser and Kelly R. Phillips, Joint tenants with the rights of survivorship is willing to assume the payment of the mortgage indebtedness due and owing from James L. Wieser, as Trustee of the James L. Wieser Revocable Living Trust dated July 28, 1994, as to an undivided 1/2 and Melanie M. Sterba, as Trustee of the Melanie M. Sterba Revocable Living Trust dated August 4, 1994, as to an undivided 1/2 to Bank as modified hereinbelow.

4. James L. Wieser, as Trustee of the James L. Wieser Revocable Living Trust dated July 28, 1994, as sole owner of the above described real estate represents to Bank that there is no second mortgage or other subsequent lien that has not been previously disclosed, now outstanding against the real property described in the aforesaid mortgage held by Bank and that the lien of the aforesaid mortgage held by Bank is valid, first and subsisting lien on said real property.

5. In consideration of the premises and of the mutual agreement herein contained, and upon the express condition (1) that the lien of the aforesaid mortgage held by Bank is a valid, first lien and (2) that there is no second mortgage or lien that has not been previously disclosed, to the mortgage held by Bank and further upon the express understanding that breach of either condition shall void this Agreement, the parties hereby agree to the following terms:

a. Assumption of Note and Mortgage. Patrick E. Wieser and Kelly R. Phillips, joint tenants with rights of survivorship hereby covenant, promise, and agree to be bound by each and every term of the aforementioned note and mortgage except as modified hereinbelow. The parties hereto recognize, however, the reduction of the principal amount of said note and the payment of interest thereon to the extent of the payments made on behalf of, by James L. Wieser, as Trustee of the James L. Wieser Revocable Living Trust dated July 28, 1994, as to an undivided 1/2 and Melanie M. Sterba, as Trustee of the Melanie M. Sterba Revocable Living Trust dated August 4, 1994, as to an undivided 1/2 prior to the date of the Agreement.

b. Modification of Mortgage and Note. Patrick E. Wieser and Kelly R. Phillips, joint tenants with rights of survivorship is obligated to Bank, jointly and severally, and promise to pay the principal balance of One Hundred Fifty Two Thousand Three Hundred

