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## NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT entered into this Twelfth day of February, 1996, by and between MERCANTILE NATIONAL BANK OF INDIANA, in its corporate capacity, First Party; and MEGAN T. WOLFE, Second Party; WITNESSETH:

WHEREAS, on the 13th day of January, 1993, Second Party executed her certain promissory note in the principal sum of SIXTY ONE THOUSAND SIX HUNDRED and No/100 Dollars (\$61,600.00), which note was payable to the First Party at the rate of EIGHT and ONE-HALF per cent (8-1/2%) per annum in THREE HUNDRED SIXTY (360) equal monthly principal and interest payments of FOUR HUNDRED SEVENTY THREE and 65/100 Dollars (\$473.65) with the first payment due April 1, 1993 and the final balance due and payable on March 1, 2023; and

WHEREAS, said note was secured by a mortgage of even date executed by the Second Party to MERCANTILE NATIONAL BANK OF INDIANA, in the sum of SIXTY ONE THOUSAND SIX HUNDRED and No/100 Dollars (\$61,600.00), said mortgage was recorded on January 22, 1993 in the Office of the Recorder of Lake County, Indiana; and

WHEREAS, it is the desire of the Second Party to modify the manner of paying the present outstanding balance of FORTY THOUSAND ONE HUNDRED SIXTEFN and 08/100 Dollars (\$40,116.08) with THREE HUNDRED TWENTY FIVE (325) equal monthly principal and interest payments of THREE HUNDRED SIXTEEN and 04/100 Dollars (\$316.04) rather than FOUR HUNDRED SEVENTY THREE and 65/100 Dollars (\$473.65), with no change in the amount of the interest rate or the date of final payment, with the first payment under this modification to be due March 1, 1996.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the change in the manner of paying principal and interest payments on the aforesaid note and mortgage, it is hereby agreed that;

FIRST PARTY and SECOND PARTY agree that the aforementioned note and mortgage shall be modified as set out above, that the monthly principal and interest payments shall be THREE HUNDRED SIXTEEN and 04/100 Dollars (\$316.04), with no change in the rate of interest, the first payment to be due March 1, 1996 and the date of final payment to remain at March 1, 2023.

IT IS FURTHER AGREED that all provisions of the note and mortgage herein referred to shall continue in full force and effect except as modifided by this Agreement.

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LAKE COUNTY FILED FOR RECORD

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WITNESS OUR HANDS AND SEAL this 12th day of February, 1996. MERCANTILE NATIONAL BANK OF INDIANA am H. Stoll Serior Vice Presidnet Art Mulholland, Assistant Vice President and State of Indiana) County of Lake Before me, the undersigned, a Notary Public in and for said County and State this 12th day of February, 1996, personally appeared William H. Stoll and Art Mulhorland, Sanior Vice President and Assistant Vice President, respectively, of Mercantile National Bank of Indiana and acknowledged the execution of the foregoing document. Witness my hand and official seal. Printed Name \_\_\_ Clara E. My commission expires 2-4-99 County of Residence: Lake State of Indiana) SS: County of Lake Before me, the undersigned, a Notary Public in and for said County and State, this 12th day of February, 1996, personally appeared Megan T. Wolfe who personally acknowledged the execution of the foregoing document. Witness my hand and official seal.

This instrument prepared by William H. Stoll Senior Vice President

Clara

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My commission expires\_

County of residence: <u>Lake</u>

2-4-99