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STATE OF INDIANA  
LAKE COUNTY  
FILED

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MONITORING UNIT  
RECORDER

**LOAN MODIFICATION AGREEMENT**

Mortgage Loan #16365

**WHEREAS**

**BANK CALUMET, National Association**

**LOANED**

**Lake County Trust Company, a corporation of Indiana, as Trustee under the provisions of a trust agreement dated the 11th day of October, 1997, known as trust number 4802**

THE SUM of Sixty Thousand Dollars and 00/100s (\$60,000.00) as evidenced by a note and mortgage executed and delivered on January 29th, 1997, which said mortgage being recorded on 02/04/97 in Lake County, Indiana, as document number 97006668, and

WHEREAS it is hereby agreed that for and in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable considerations to the lender, the subject mortgage will be modified. The current principal balance is \$60,000.00. The terms of this modification will be as follows:

1. The current interest rate will be 8.00%. The interest rate will change on the first day of February, 2000, and on that date every 36th month thereafter, also referred to as "Change Date". The new rate will be based on the US Treasury Index rate 45 days prior to the change date, plus a variance of 2.50%. The rate will never increase or decrease more than two (2.0%) percentage points per change. The interest rate will never be greater than 14.00% or less than 8.00%.
2. The new maturity date will be, February 1st, 2022.
3. Monthly principal and interest payments will be \$463.09. The total monthly payment, including escrows, will be \$624.25, beginning with the March 1st, 1997 payment and continuing until at least February 1st, 2000 when the payment will change based on the rate change.

ADDITIONAL payments to principal may be made at any time without penalty and interest will be charged only on the unpaid principal balance.

WHEN THE FULL AMOUNT of principal owing together with interest as above provided, shall have been paid in full, the mortgage lien shall be released. If said amount is not paid in full on or before February 1st, 2022, thence the mortgage may be foreclosed upon for any amount remaining unpaid.

NOTHING HEREIN contained shall be construed to impair the security of the said mortgage nor its successors in interest under said mortgage nor affect nor impair any right or powers which it may have under said note and mortgage for the recovery of the mortgage debt with interest at the rate above provided in case of non-fulfillment of this agreement by said mortgagor.

IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this 25<sup>th</sup> day of February, 1997.

Mawka Duganec, Trustee  
Lake County Trust No. 4802

STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared **Lake County Trust Number 4802**, and acknowledged the execution of above and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth:

GIVEN under my hand and official seal this 25<sup>th</sup> day of February, 1997.

My Commission Expires

My commission expires August 29, 1997 County of residence Lake

Susan L. Paz  
Notary Public

SUSAN L. PAZ

12160  
DJ  
9664458

BANK CALUMET, National Association

*Terrence J. Farrell*

Terrence J. Farrell  
Senior Vice President  
Mortgage Loan Department

ATTEST

*Michael A. Lugar*

Michael A. Lugar  
Vice President  
Mortgage Loan Department

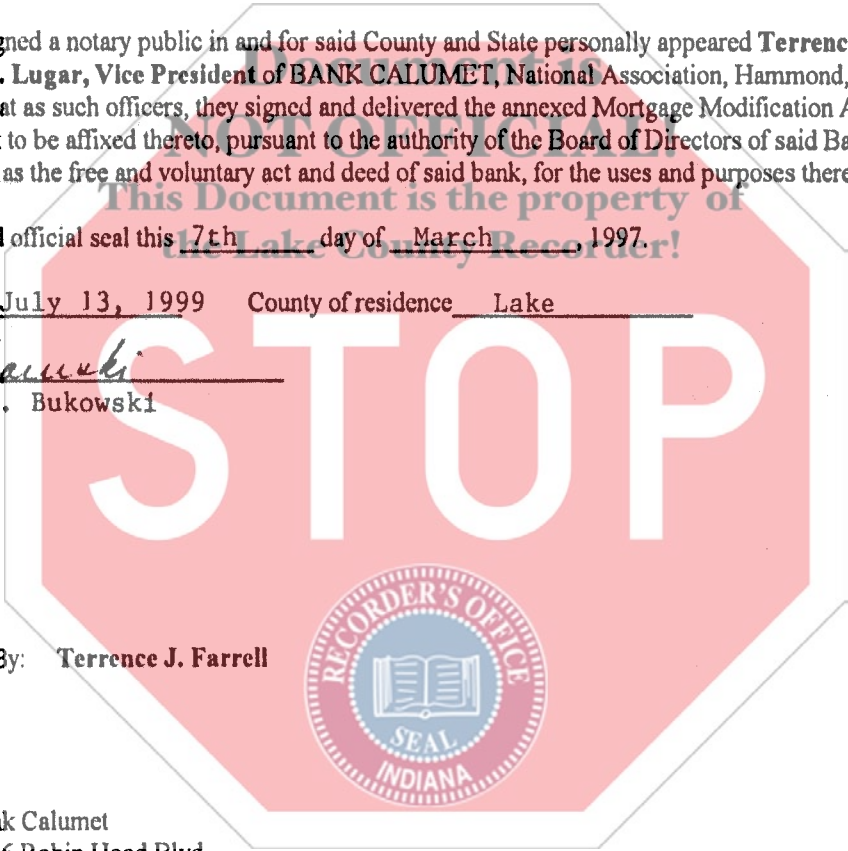
STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned a notary public in and for said County and State personally appeared **Terrence J. Farrell, Senior Vice President and Michael A. Lugar, Vice President** of BANK CALUMET, National Association, Hammond, Indiana known to me to be such, and acknowledged that as such officers, they signed and delivered the annexed Mortgage Modification Agreement and caused the corporate seal of said Bank to be affixed thereto, pursuant to the authority of the Board of Directors of said Bank, as their free and voluntary act and deed and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 7th day of March, 1997.

My commission expires July 13, 1999 County of residence Lake

*Joan C. Bukowski*  
Notary Public Joan C. Bukowski



This Instrument Prepared By: **Terrence J. Farrell**

Please return to:  Bank Calumet  
1806 Robin Hood Blvd.  
Schererville, IN 46375