

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97024506

RETURN TO: BANK CALUMET  
97 APR 21 AM 9: 01 INSTALLMENT LOAN DEPT.  
5231 HOHMAN AVENUE  
MORRIS W. CARTER, HAMMOND, INDIANA 46320

RECORDER

**MORTGAGE LOAN EXTENSION AGREEMENT**  
**(FOR HOME EQUITY LINE OF CREDIT)**

THIS AGREEMENT is entered into by and between BANK CALUMET, 5231 Hohman Avenue, Hammond, Indiana (the "Bank"), and John R. Heresz and  
Jean L. Heresz (the "Borrower").

WHEREAS, Borrower is indebted to Bank on a loan (the "Loan") as evidenced by:

- a. A Bank Calumet Home Equity Line of Credit Agreement and Disclosure, dated the 8th day of April, 1992 (the "Loan Agreement"); and
- b. a Home Equity Line of Credit Promissory Note dated the same as the Loan Agreement in a stated principal amount of \$15,000.00 (the "Note"); and
- c. a Home Equity Real Estate Mortgage dated the same as the Loan Agreement and recorded in the Lake County Recorder's Office on the 21st day of April 1992, as Document No. 92024124 (the "Mortgage"), which Mortgage is a lien and encumbrance on the real estate described therein (the "Real Estate");

which Loan Agreement, Note and Mortgage are hereinafter referred to collectively as the "Loan Documents"; and

WHEREAS, Bank is the owner and holder of the Note and Mortgage; and

WHEREAS, Bank and Borrower have agreed to extend the date of maturity of the Loan and to modify and amend the Loan Documents accordingly in the manner agreed to herein.

For mutual consideration, the receipt of which is hereby acknowledged, the Borrower and Bank hereby agree as follows:

1. **NEW MATURITY DATE.** The first paragraph of the Note is agreed to be amended and restated as follows:

"FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of BANK CALUMET, in lawful money of the United States of America, at its office in Hammond, Indiana, the principal sum of Fifteen Thousand Dollars & no/100 Dollars (\$15,000.00), or such lesser amount which is owed from time to time, with interest, in accordance with the provisions of that certain Bank Calumet Home Equity Line of Credit Loan Agreement and Disclosure, of even date herewith (hereinafter called the "Agreement"), which amounts shall mature and be due and payable in full on the tenth (10) anniversary of the date of this Agreement as set forth below."

Section 10 of the Loan Agreement is agreed to be amended and restated as follows:

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**"TERM:** This Agreement (unless extended by Bank in writing at its sole option) shall remain in full force and effect for a period ending on the New Maturity Date (as defined in the Note, as amended) unless otherwise terminated in accordance with the terms set forth herein. **THIS LOAN SHALL MATURE AND IS PAYABLE IN FULL ON THE NEW MATURITY DATE. YOU MUST REPAY THE ENTIRE UNPAID PRINCIPAL BALANCE OF THE LOAN AND ALL UNPAID FINANCE CHARGES, MEMBERSHIP FEES, LATE CHARGES CREDIT INSURANCE PREMIUMS, OTHER CHARGES AND BANK EXPENSES (AS DEFINED IN SECTION 13) THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THIS LOAN OR ANY OF THE EXPENSES, CHARGES OR OTHER AMOUNTS PAYABLE ON THE NEW MATURITY DATE. YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN THOUGH YOU OBTAIN REFINANCING FROM THE BANK."**

The end of the second sentence of the Mortgage is agreed to be amended by substituting, the words "ending on the New Maturity Date (as defined in the Note, as amended)" in place of the words "of five (5) years".

The second sentence of the fourth full paragraph of the Mortgage is agreed to be amended and restated as follows:

"The monthly payments required by said Agreement and said Note may not therefore fully amortize the Mortgagor's loan balance over the period ending with the New Maturity Date, and on the New Maturity Date, the entire principal balance and unpaid interest shall be immediately due and owing by the Mortgagor."

2. **MARGIN.** The term "Margin" as defined in Section 23 of the Loan Agreement, and as used in the Loan Documents, shall be equal to three-quarter percent (3/4%).

3. **BORROWER'S COVENANTS, REPRESENTATIONS & WARRANTIES.**

a. All other provisions of the Loan Documents not specifically referenced above are hereby modified and amended as of the effective date hereof pursuant to Paragraph 2.d. below, to be, in each and every instance, consistent with and in conformity to, the modifications and amendments hereto made to the Note, Loan Agreement and Mortgage as set forth above in Paragraph 1 of the Agreement.

b. Borrower hereby reaffirms and agrees to abide by and timely perform all of the terms, conditions and covenants in the Loan Documents as modified and amended hereby.

c. Borrower hereby specifically agrees, warrants, represents and acknowledges that legally proper, sufficient and adequate consideration has been given to enter into this Agreement and that Borrower is and continues to be legally bound and obligated for the debt evidenced by the Loan Documents as modified and amended hereby.

d. Borrower further agrees that all terms, conditions and covenants of the Loan Documents shall remain unaltered and in full force and effect except as herein expressly modified and amended, all of which are incorporated herein by reference, and further that the modifications and amendments to the Loan Documents made by this Agreement shall not be construed or interpreted, and are not intended, to be made retroactive to the original date of the Loan Documents, but instead, are intended to be effective as of that date which is the date of this Agreement as set forth below.

e. Borrower hereby warrants and represents to Bank that there is and will be no subsequent mortgage or other subsequent junior lien now or hereafter placed against the Real Estate, and that the lien of the Mortgage is and shall remain after the date hereof, a valid and subsisting lien on the Real Estate.

f. Nothing herein contained shall be construed to impair the security of the Mortgage nor the rights and remedies of the Bank or its successors in interest under the Loan Documents nor affect nor impair any right or powers which they may have under the Loan Document for the recovery of the debt with interest as provided by the Loan Documents.

IN WITNESS WHEREOF, the Bank and the borrower have executed this Agreement  
this 14th day of April, 19 97.

BANK:

BANK CALUMET

By: 

Lawrence H. Stengel

Title: Senior Vice President

This Document is the property of  
the Lake County Recorder!

BORROWER:

  
John R. Heresz

  
Jean L. Heresz



STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned Notary Public in and for said County and State, this 14th day of April, 1997, did personally appear Lawrence H Stengel, the Sr Vice President, for and on behalf of **BANK CALUMET**, and John R. Heresz & Jean L. Heresz (the "Borrower") who acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



My Commission Expires  
~~MY COMMISSION EXPIRES~~  
February 12, 1999

County of Residence:  
Lake