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MORRIS W. CARTER

**LOAN MODIFICATION AGREEMENT**

Mortgage Loan #9607

**WHEREAS**

**BANK CALUMET, National Association  
formerly known as Calumet National Bank**

**LOANED**

**Margaret L. Kosmowski,**

THE SUM of Thirty Four Thousand Five Hundred Dollars and 00/100s (\$34,500.00) as evidenced by a note and mortgage executed and delivered on April 7th, 1978, which said mortgage being recorded on April 12th, 1978, in Lake County, Indiana, as Document number 462476 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. A new note and mortgage in the amount of \$2,755.70 will be executed. The new funds will be added to the outstanding loan balance making the new balance \$25,218.15. The terms of this modification will be as follows:

1. The current rate of interest is 6.75%. The interest rate may change on the 15th day of October, 2000, and on that day every 36th month thereafter, also referred to as "change date". The new rate will be based on the US Treasury Index 45 days prior to the change date, plus a variance of 2.50%. The rate will never increase or decrease more than 2.0 percentage points per change. The interest rate will never be greater than 8.75% or less than 6.75%
2. Beginning with the first installment due under this Modification, November 15th, 1997, this loan will utilize a 360 month amortization. The maturity date will be October 15th, 2027.
3. Monthly principal and interest payments will be \$163.57. The total monthly payment, including escrows, will be \$299.74, beginning with the November 15th, 1997 payment.

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 October 15th, 2027, 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 21st day of October, 1997.

*Margaret L. Kosmowski*  
 Margaret L. Kosmowski  
**MARGARET L. Kosmowski**  
 STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared Margaret L. Kosmowski, 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:

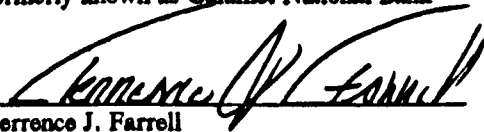
GIVEN under my hand and official seal this 21st day of October, 1997.

My commission expires July 13, 1999 County of residence Lake

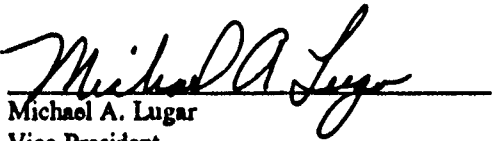
*Joan C. Bukowski*  
 Notary Public. Joan C. Bukowski

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BANK CALUMET, National Association  
formerly known as Calumet National Bank

  
Terrence J. Farrell  
Senior Vice President  
Mortgage Loan Department

ATTEST


  
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 formerly known as Calumet National Bank, 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 21st day of October, 1997.

My commission expires July 13, 1999 County of residence Lake

  
Notary Public Joan C. Bukowski

This Instrument Prepared By: Terrence J. Farrell

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