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MORRIS W. CARTER

LOAN MODIFICATION AGREEMENT

Mortgage Loan #14982

WHEREAS

BANK CALUMET, National Association formerly known as Calumet National Bank

LOANED

Ronald L. Millies, Jr. and Beth Ann Millies, Husband and Wife

THE SUM of Two Hundred Seventy Six Thousand Dollars and 00/100s (\$276,000.00) as evidenced by a note and mortgage executed and delivered on November 18th, 1994, which said mortgage being recorded on December 2nd, 1994, in Lake County, Indiana, as Document number 94081440 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. After allowing for the December 1st, 1997 payment, the current principal balance will be \$267,165.99. The terms of this modification will be as follows:

- The rate of interest will be 6.75%, effective December 1st, 1997. The interest rate may change on the first day of December, 2000, and on that day every 36th month thereafter, also referred to as "change date". The new rate will 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 12.75% or less than 6.75%.
- Beginning with the first installment due under this Modification, January 1st, 1998, this loan will utilize a 324 month amortization. The maturity date will be December 1st, 2024.
- Monthly principal and interest payments will be \$1,794.29, beginning with the January 1st, 1998 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 December 1st, 2024, 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.

day of DICCOMBUR., 1997. IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this Ronald L. Millies, Jr.

STATE OF INDIANA, COUNTY OF LAKE, 85:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared Ronald L. Millies, Jr. and Beth Ann Millies, 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 2nd day of December My commission expires May 13, 2001 County of residence Public JoHannah Harrington - Comm #409417

070909

BANK CALUMET, National Association formerly known as Calumet National Bank Terrence J. Farrell Senior Vice President Mortgage Loan Department ATTEST Vice President Mortgage Loan Department STATE OF INDIANA, COUNTY OF LAKE, 68: 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. day of December GIVEN under my hand and official seal this 3rd My commission expires July 13, 1959 County of residence Lake

This Instrument Prepared By: Terrence J. Farrell

Please return to:

Bank Calumet
1806 Robin Hood Blvd.
Schererville, IN 46375