STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MORRIS W CARTER

MODIFICATION AGREEMENT

THIS AGREEMENT, made and entered into by and between NBD BANK, N. A., hereinafter referred to as "Mortgagee", and Asko J. Ruuska and Dorothy E. Ruuska, Husband and Wife, hereinafter referred to as "Mortgagor".

WITNESSETH, That:

WHEREAS, Mortgagor has previously executed and delivered to Mortgagee a mortgage (the 'Mortgage') in favor of Mortgagee, to secure certain indebtedness of Mortgagor, which Mortgage was dated July 17, 1997, and recorded July 21, 1997, as Document No. 97046920, and re-recorded September 2, 1997, as Document No. 97057776, in the Office of the Recorder of Lake County, Indiana, covering certain real estate (the "Real Estate") which is more particularly described as follows:

Lot 18 in Mar-Dar Industrial Park, an Industrial Subdivision to Crown Point, as per plat thereof, recorded in Plat Book 81, page 51, and re-recorded October 3, 1996, in Plat Book 81, page 57, in the Office of the Recorder of Lake County, Indiana,

Commonly known as: 674 Madison Street, Crown Point, IN 46307 Tax Identification No. 9-504-18 Unit No. 23 (Future Key No.)

WHEREAS, the Mortgagee has increased the loan to Mortgagor, which increased amount is also to be secured by the Mortgage, and which increase would not be made absent the agreement of Mortgagor herein contained;

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Mortgagor agrees as follows:

- 1. The amount of the indebtedness owed to Mortgagee by Mortgagor originally described in the Mortgage, has been increased and the Mortgage shall now secure indebtedness of Four Hundred Fourteen Thousand and NO/100 Dollars (\$414,000.00) as evidenced by a certain promissory note dated December 16, 1997, of like amount, together with any extensions, renewals, replacements or inodifications thereof, and certain expenses as provided in the Mortgage (together the "Amended Indebtedness").
- 2. Mortgagor does hereby mortgage to Mortgagee, the Real Estate, in accordance with the terms of the Mortgage to secure the Amended Indebtedness, and all renewals, amendments and replacements thereof.
- 3. MAXIMUM AMOUNT SECURED. The maximum aggregate amount of principal, interest, premium, if any, future advances, other indebtedness (now owed or hereafter owed), sums advanced to protect the security of this Instrument and expenses of Lender secured by the Mortgage is increased to Eight Hundred Twenty-eight Thousand and NO/100 Dollars (\$828,000.00).
- 4. All other terms and conditions of the Mortgage shall remain unchanged.

IN WITNESS WHEREOF, the Mortgagor has executed this Agreement as of the 16th day of December, 1997.

MORTGAGOR:

Acka I Drugka

Dorothy E. Ruuska

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Asko J. Ruuska and Dorothy E. Ruuska, personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of December, 1997

Signed: 🗘

rint: ____Denise K. Zawada

My Commission Expires: 8/13/98

My County of Residence: Lake



This instrument prepared by Lisa J. Anderson, as Assistant Vice President, of NBD Bank, N.A.