

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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99 APR -9 AM 9:26

MORRIS W. CARTER
RECORDER

LOAN MODIFICATION AGREEMENT

Mortgage Loan #16469

WHEREAS

BANK CALUMET, National Association

LOANED

**Wayne R. Micka and Barbara J. Micka,
Husband and Wife**

THE SUM of One Hundred Ninety Five Thousand and 00/100 Dollars (\$195,000.00) as evidenced by a note and mortgage executed and delivered on June 19, 1997, which said mortgage being recorded on June 25, 1997, in Lake County, Indiana, as document number 97041044, 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 \$228,812.19. The loan balance will be increased \$5,200.80 to pay the accrued interest thru March 31st, 1999, \$500.00 modification fee and \$12.00 recording fee. The \$5,200.80 advance will be amortized over the remaining term of the loan. The terms of this modification will be as follows:

1. The interest rate will be 6.00%, effective April 1, 1999. The interest rate may change on the first day of April, 2002, and on that day every 36th month thereafter, also referred to as "change date". The new rate will be based on the three year 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 12.00% or less than 6.00%.
2. Beginning with the first installment due under this modification, May 1, 1999, this loan will utilize a 360 month amortization. The new maturity date will be April 1, 2029.
3. Monthly principal and interest payments will be \$1,403.03, beginning with the May 1, 1999 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 April 1, 2029, 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 24th day of March 1999.

Wayne R. Micka
Wayne R. Micka

Barbara J. Micka
Barbara J. Micka

STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared **Wayne R. Micka and Barbara J. Micka**, 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 24th day of March, 1999.

My commission expires 7-15-06 County of residence Lake

Betty Wynn
Notary Public
Betty Wynn

11.00
072323

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 30TH day of MARCH, 1999.

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
Senior Vice President
Mortgage Loan Department

Please return to: Bank Calumet
5231 Hohman Avenue
Hammond, Indiana 46320
Attention: Wanda

