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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MOHRIS W. CARTER HECORDER

## LOAN MODIFICATION AGREEMENT

Mortgage Loan #11739

WHEREAS

BANK CALUMET, National Association, Formerly known as Calumet National Bank

LOANED

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Bank Calumet, f/k/a Calumet National Bank, as Trustee under Trust P-3556, dated September 14, 1988

THE SUM of Seven Hundred Fifty Six Thousand Dollars and 00/100s (\$756,000.00) as evidenced by a note and mortgage executed and delivered on September 27th, 1988, which said mortgage being recorded on October 4th, 1988, in Lake County, Indiana, as document number 000712, 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 July 1st, 1998 payment, the current principal balance will be \$530,396.62. The terms of this modification will be as follows:

- 1. The current interest rate is 8.125%. The interest rate may change on the first day of November, 1998, and on that day every 12th month thereafter, also referred to as "change date". The new rate will be based on the 1 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 12.25% or less than 6.25%.

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- 2. Beginning with the first installment due under this modification, August 1st, 1998, the loan will utilize a 123 month amortization. The new maturity date will be October 1st, 2008.
- 3. Monthly principal and interest payments will be \$6,367.95, beginning with the August 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 October 1st, 2008, 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 27th day of July				
Bank Calumet, National Association, f/k/a  CLETUS F. EPPLE  Executive Vice President & Senior Trust Officer				
Calumet National Bank, as Trustee under Trust P-3556, dated September 14, 1988				
STATE OF INDIANA, COUNTY OF LAKE, ss:				
BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared, Bank Calumet, National				

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared, Bank Calumet, National Association, f/k/a Calumet National Bank, as Trustee under Trust P-3556, dated September 14, 1988, 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 _	<u>27th</u> day of	July	, 199
My commission expires 5/19/01	County of residence_	Lake	
Roberta L. Martine			
Notary Public Roberta L. Martinez			
C. P.O.			
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ATTEST Susan M. Pabon Assistant Vice President Mortgage Loan Department purposes therein set forth. This Instrument Prepared By:

BANK CALUMET, National Association

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 Michael A. Lugar, Vice President and Susan M. Pabon, Assistant 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 GIVEN under my hand and official seal this day of September , 1999. My commission expires July 19, 2007 County of residence\_ Notary Public Joan C. Bukowski Michael A. Lugar Vice President Mortgage Loans Bank Calumet Please return to: 5231 Hohman Avenue Hammond, Indiana 46320

Attention: Wanda