

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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99 OCT 12 AM 10:01

MORRIS W. CARTER  
RECORDER

Chicago Title Insurance Company

Return to  
BANK CALUMET, NA  
Mortgage Loan Dept.  
1322 Indianapolis Blvd.  
Highland, IN 46322

LOAN MODIFICATION AGREEMENT

Mortgage Loan #15239

WHEREAS

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

LOANED

Bank Calumet Trust No. P-3262

THE SUM of Two Hundred Forty Nine Thousand and 00/100 Dollars (\$249,000.00) as evidenced by a note and mortgage executed and delivered on April 28, 1995, which said mortgage being recorded on May 1, 1995, in Lake County, Indiana, as Document Number 95023753, and re-recorded on May 9, 1995 as Document Number 95025562 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 \$206,627.51. The terms of this modification will be as follows:

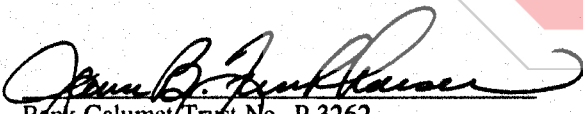
1. The current interest rate is 8.75%. The interest rate may change on the first day of May, 2001, and on that day every 36th month thereafter, also referred to as "change date". The new rate will be based on the three year US Treasury Index 45 days prior to the change date, plus a variance of 3.00%. 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 8.75%.
2. A new note and mortgage in the amount of \$41,900.00 will be executed. The new outstanding principal balance will be \$248,527.51.
3. Beginning with the first installment due under this modification, October 1, 1999, this loan will utilize a 128 month amortization. The maturity date will be May 1, 2010.
4. Monthly principal and interest payments will be \$2,993.23. The total monthly payment, including escrows, will be \$4,351.07, beginning with the October 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 May 1, 2010, 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.

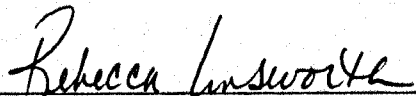
IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this 23<sup>rd</sup> day of September 1999.

  
Bank Calumet Trust No. P-3262  
By: James B. Funkhouser, T.O.  
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 Trust No. P-3262, 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 23 day of September, 1999.

My commission expires 9-25-2006 County of residence Lake

  
Notary Public

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED  
HERETO AND MADE A PART HEREOF

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BANK CALUMET, National Association

*Gregory Bracco*

Gregory Bracco  
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 **Gregory Bracco, 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 4TH day of OCTOBER, 1999.

My commission expires JULY 19, 2007 County of residence LAKE

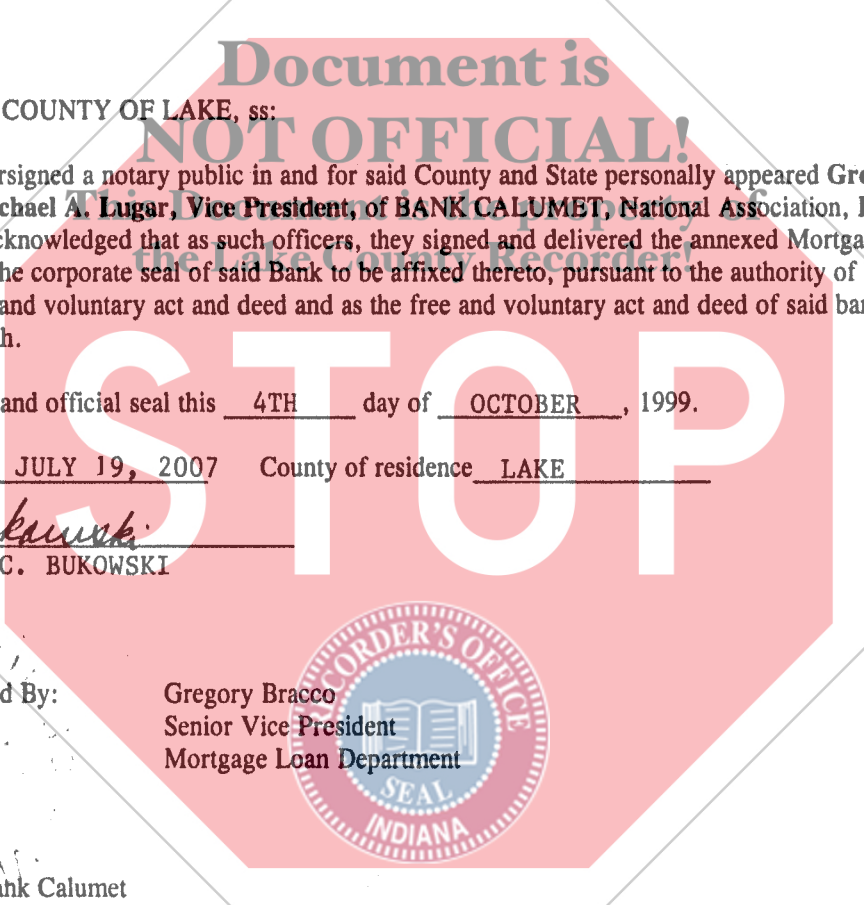
*Joan C. Bukowski*  
Notary Public JOAN C. BUKOWSKI

This Instrument Prepared By:

Gregory Bracco  
Senior Vice President  
Mortgage Loan Department



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



\*\*\* It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Bank Calumet National Association on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on Bank Calumet National Association, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or Local law, rule or regulation. Bank Calumet National Association, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in its instrument.

