

99086207

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99 OCT 20 AM 9:17

MORTGAGE W. CARTER
RECORDER

LOAN MODIFICATION AGREEMENT

Mortgage Loan #15580

WHEREAS

**BANK CALUMET, National Association,
formerly known as Calumet National Bank**

LOANED

**Carolyn S. Ebersberger,
Individually**

THE SUM of Seventy Six Thousand Eight Hundred and 00/100 Dollars (\$76,800.00) as evidenced by a note and mortgage executed and delivered on November 16, 1995, which said mortgage being recorded on November 22, 1995, in Lake County, Indiana, as document number 95071354, 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 September 1, 1999 payment, the current principal balance will be \$32,895.67. The terms of this modification will be as follows:

1. The current interest rate is 7.25%. The interest rate will change on the first day of December, 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 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 13.25% or less than 7.25%.
2. Beginning with the first installment due under this modification, October 1, 1999, this loan will utilize a 210 month amortization. The maturity date will be March 1, 2017.
3. Monthly principal and interest payments will be \$276.90. The total monthly payment, including escrows, will be \$351.59, 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 March 1, 2017, 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 5th day of October ~~September~~, 1999.

Carolyn S. Ebersberger
Carolyn S. Ebersberger-Bentley

STATE OF Ind, COUNTY OF Lake, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared Carolyn S. Ebersberger-Bentley, 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 5th day of September, 1999.

My commission expires JULY 19, 2007 County of residence LAKE

Joan C. Bukowski
Notary Public JOAN C. BUKOWSKI

12:50 PM
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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

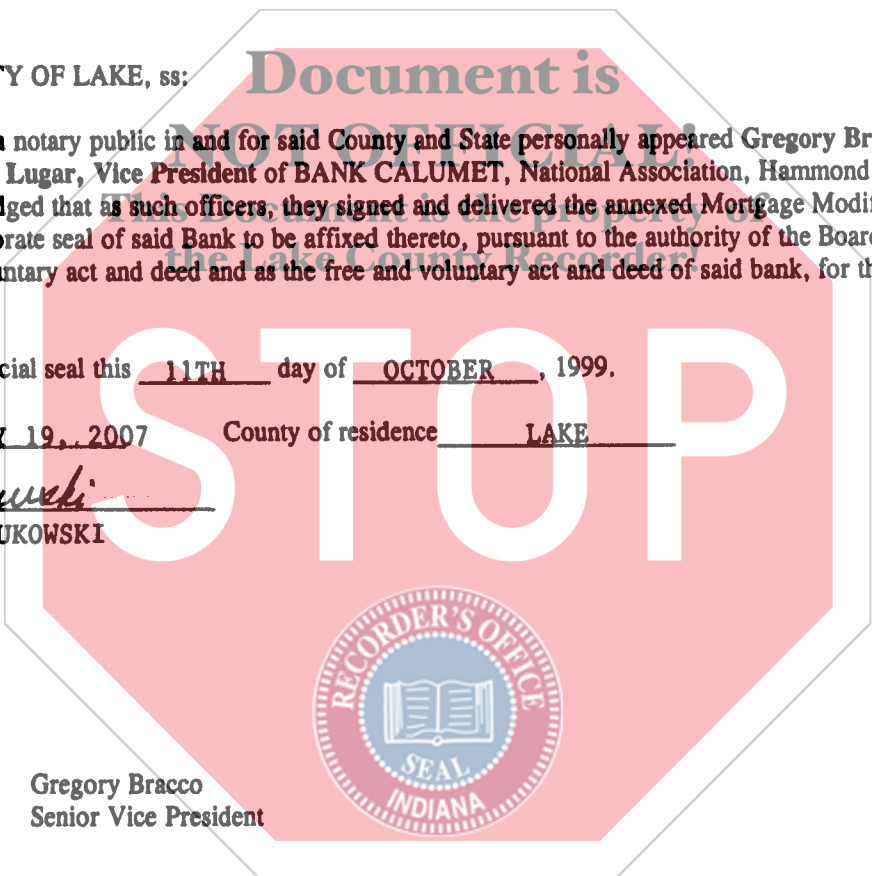
STATE OF INDIANA, COUNTY OF LAKE, ss:

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 11TH 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

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