STATE OF INDIAN LAKE COUNTY FILED FOR RECORD

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<u> RECORDER</u>

## LOAN MODIFICATION AGREEMENT

Mortgage Loan #16954

**WHEREAS** 

**BANK CALUMET, National Association** 

LOANED

Wes Jenkins Builders, Inc. an Indiana Corporation

THE SUM of One Hundred Thirty Thousand Dollars and 00/100 Dollars (\$130,000.00) as evidenced by a note and mortgage executed and delivered on March 20, 1998, which said mortgage being recorded on March 25, 1998, in Lake County, Indiana, as document number 98020192 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 \$130,000.00. The terms of this modification will be as follows:

- 1. The interest rate will remain fixed at 7.75%.
- 2. The maturity date will be extended six months, from September 20, 1999 to March 20, 2000.
- 3. Interest payments will continue to be due quarterly. Recorder!

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 20, 2000, 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 19th day of October 1999.

Wesley N. Jenkins, Sr., President Wes Jenkins Builders, Inc.

STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared Wesley N. Jenkins, Sr. 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 scal this 19th day of October, 1999.

My commission expires July 19, 2007 County of residence Lake

Man C. Bukacuski Nglary Public Joan C. Bukowski

> CTIC Has made an accommodation recording of the instrument. We have made no exemination of the instrument or the land affected.

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BANK CALUMET, National Association

Gregory Bracco
Senior Vice President
Mortgage Loan Department

ATTEST

Michael A. Lugar
Vice President
Mortgage Loan Department

STATE OF INDIANA, COUNTY OF LAKE, ss: OFFICIAL!

BEFORE ME, the undersigned a notary public in and for said County and State personally appeared Gregory
President and Michael A. Lugar, Vice President of BANK CALUMET, National Association, Hammond, I

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 19th day of October

County of residence Lake

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Nøtary Public Joan C. Bukowski

My commission expires July 19,

This Instrument Prepared By

Michael A. Lugar Vice President

Please return to:

Bank Calumet 10322 Indianapolis Highland, Indiana 46322 Attention: Michael Lugar