STATE OF INDIANA LAKE YORKIY FILED FOR FOOD

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MODIS W CARTER

LOAN MODIFICATION AGREEMENT

Mortgage Loan 17635

WHEREAS

BANK CALUMET, National Association

LOANED

Ron Austgen Trustee of the Ron Austgen Trust Dated September 25, 1997, Trust No. 35-202-6197.

THE SUM of Three Hundred Eighty Thousand Dollars and 00/100 Dollars (\$380,000.00) as evidenced by a note and mortgage executed and delivered on September 10, 1999, which said mortgage being recorded on September 17, 1999, in Lake County, Indiana, as Document number 99076733 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 \$372,324.95. The terms of this modification will be effective as of May 1, 2000 and will be as follows:

- 1. The interest rate will be fixed at 8.25%. At the request of Mr. Ron Austgen Trustee, Bank Calumet will advance an additional \$7,679,19 on May 1, 2000; this advance will be added to the loan principal balance; the new loan principal balance will be \$380,004.14.
- 2. Beginning with the first installment due under this Modification, September 1, 2000, this loan will utilize 53 monthly payments. The maturity date will be January 1, 2005. If, on January 1, 2005, I still owe amounts under this principal Note, I will pay those amounts in full on that date, which is called the "Maturity Date."
- 3. Principal and interest payments will be \$3,762.57, beginning with the September 1, 2000 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 January 1, 2005, 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 17 day of may, 2000.

STATE OF INDIANA, COUNTY OF LAKE, ss:

Ron Austgen, Trustee

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared Ron Austgen, Trustee, 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 17 day of 029, 2000.

My Commission Expires is

My commission 14, 2006 County of residence Lake

Notary Public Lana 5 Thompson

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12:34 Okt

BANK CALUMET, National Association Senior Vice President Mortgage Loan Department Sysan M. Pabon Assistant 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 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 purposes therein set forth. GIVEN under my hand and official seal this Expliques day of _ My commission expires March 5, 2008 County of residence LAKE Notary Public Gregory Bracco This Instrument Prepared By: Senior Vice President Mortgage Loan Department Bank Calumet Please return to: 10322 Indianapolis Blvd. Highland, Indiana 46322 Attention: Ronda Herbert