EVALE OF ANDIANA ALE CARNIY FILED FOR FORCED

2000 043887

2000 JUN 22 MM 10: 00

69302

MORNIS W CAHTER

LOAN MODIFICATION AGREEMENT

Mortgage Loan 17694

WHEREAS

BANK CALUMET, National Association

LOANED

Waldemar Hutny and Janina Hutny, Husband and Wife

THE SUM of ONE HUNDRED NINE THOUSAND AND 00/100 Dollars (\$109,000.00) as evidenced by a note and mortgage executed and delivered on MARCH 24, 1999, which said mortgage being recorded on MARCH 30, 1999, in Lake County, Indiana, as Document number 99027333 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 \$97,298.18. The terms of this modification will be effective May 5, 2000 and will be as follows:

- 1. The interest rate will remain adjustable at 6.00% with the next rate change on April 1, 2002.
- Beginning with the first installment due under this Modification, June 5, 2000, this loan will utilize 347 monthly payments. The maturity date will remain April 5, 2029. Recorder.
- Principal and interest payments will be \$591.23. The total payment, including escrows, will be \$860.79, beginning with the June 5, 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 April 5, 2029, 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 May

STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared Waldemar Hutny and Janina Hutny, 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 19th day of May

My commission expires May 8, 2008 County of residence Lake

CTIC Has made an accomodation recording of the instrument. We Have made no examination of the instrument or the land affected.

BANK CALUMET, National Association Serior Vice Presiden Mortgage Loan Department ATTEST thris E. adams Katherine E. Adams Mortgage Loan Officer Mortgage Loan Department STATE OF INDIANA, COUNTY OF LAKE, 85 BEFORE ME, the undersigned a notary public in and for said County and State personally appeared Gregory Bracco, Senior Vice President and Katherine E, Adams, Mortgage Loan Officer of BANK CALUMBT, 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 2000. My commission expires May 8, 2008 County of residence Notary Public Ronda A. Herbert This Instrument Prepared By: Katherine E. Adams Mortgage Loan Officer Mortgage Loan Department **Bank Calumet** Please return to: 10322 Indianapolis Blvd. Highland, Indiana 46322 Attention: Ronda Herbert

•