

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2000 AUG -7 AM 11:20

MORRIS W. C...
RECORDER

DeMotte State Bank
Lowell Banking Center
1615 E. Commercial Ave.
P.O. Box 346
Lowell, IN 46356

HOME EQUITY LINE MODIFICATION AGREEMENT

Loan Number: 800-814-6

Current Annual Percentage Rate 8.25 %

Line of Credit 15,000.00

Annual Fee \$ 25.00

Modification Agreement, made July 6, 2000, between DeMotte State Bank (the "Lender") of 1615 E. Commercial Ave.-P.O. Box 346 Lowell, IN 46356 and Norma L. and Richard L. Fitzsimons Sr. (the "Mortgagor") of 315 Ruschli Street, Crown Point, IN 46307.

Document is
Official
the Lake County Recorder!

RECITALS:

- A. The Lender is a party to a certain Home Equity Line Agreement and Disclosure, executed by Mortgagor on June 29, 1993, with an original maximum credit limit of Fifteen Thousand and 00/100---- (\$15,000.00) Dollars (the "Agreement"); and
- B. The Agreement is secured by a certain real estate Mortgage Securing Home Equity Line dated June 29, 1993, with an original maturity date of July 6, 2000, and recorded July 9, 1993 as Document Number 93044462, or in Liber _____, Page _____, or as Instrument Number _____, Book Number _____, Page Number _____, or in Official Records Book Number _____, Page Number _____, in the Office of the Recorder for Lake County, State of Indiana, (the "Mortgage"), in the following described property in County of Lake and State of Indiana, to wit:
Part of Block 7 in Pratt & Ruschli's Subdivision, in the City of Crown Point, as per plat thereof, recorded in Plat Book 1 page 8, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at a point in the center line of Ruschli Street, which point is 97.89 feet South of the Intersection on the center lines of Porter and Ruschli Streets; thence West 165.26 feet; thence South 67.71 feet; thence East 165.22 feet to the center line of Ruschli Street; thence North along the center line of Ruschli Street a distance of 67.69 feet to the point of beginning.
- C. The Mortgagor and Lender wish to modify the Mortgage without the necessity of rewriting the Agreement and Mortgage.

Now, therefore, in consideration of the mutual agreement herein contained and other good and valuable consideration, the Mortgagor and Lender agree as follows:

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1. Final Maturity Date: Mortgagor can obtain advances of credit for seven years (the "new draw period") from the date hereof.
2. The parties agree that the Agreement and Mortgage, including modification of the maturity date is in full force and effect with respect to each and every term and provision thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Mortgaged Premises. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary or effect any provision, term condition or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Agreement and the Mortgage, it being the intent of the parties that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.
3. If Mortgagor consists of two or more persons, the liability of such persons hereunder shall be joint and several.
4. This Modification Agreement shall be binding upon the heirs, successors and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to both genders.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in the Home Equity Line Modification Agreement executed by Borrower and recorded with it.

DEMOTTE STATE BANK

By:

Guy A. Carlson
Guy A. Carlson, SR V.P. & Branch
Manager

Norma L. Fitzsimons
Borrower Norma L. Fitzsimons

Richard L. Fitzsimons Sr.
Borrower Richard L. Fitzsimons Sr.

STATE OF INDIANA
COUNTY OF Lake

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared Norma L. Fitzsimons and Richard L. Fitzsimons, husband and wife and acknowledged execution of the foregoing instrument. and wife

Witness my hand and seal this 6th day of July, 2000.

My Commission Expires: October 21, 2006

County of Residence: Lake

Stacey Bright
Notary Public

Stacey Bright
Printed Name

Prepared By: Guy A. Carlson, SR V.P. & Branch Manager