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FILED FOR RECORD  
NOTARY

**LOAN MODIFICATION AGREEMENT**

Mortgage Loan #13640

**WHEREAS**

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

**LOANED**

**Charles M. Kerr and Susan C. Kerr  
Husband and Wife**

THE SUM of **Forty Thousand and 00/100 Dollars (\$40,000.00)** as evidenced by a note and mortgage executed and delivered on **November 13, 1992**, which said mortgage being recorded on **April 14, 1993**, in **Lake County, Indiana**, as Document Number **93023419** 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 effective **December 7, 2001**. The current principal balance is **\$5,470.24**. The terms of this modification will be as follows:

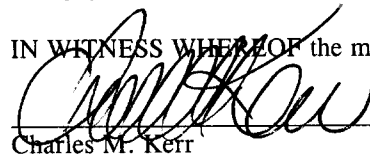
1. The interest rate will be fixed at **6.00%**. At the request of Mr. Charles M. Kerr and Susan C. Kerr, Bank Calumet will advance an additional **\$34,529.76** on **December 7, 2001**; this advance will be added to the loans principal balance which will be **\$40,000.00**.
2. Beginning with the first installment due under this Modification, **January 1, 2002**. The maturity date will be **December 1, 2011** and will utilize a 120 month amortization schedule.
3. Your principal and interest will be due monthly beginning with the first payment due on **January 1, 2002** the principal and interest amount will be **\$444.08**. The payment amount including escrows will be **\$619.55** until such time that escrow analysis may further adjust the payment amount.
4. The fee for this modification will be **\$100.00**.

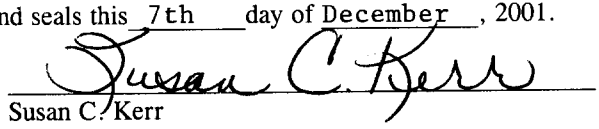
ADDITIONAL payments to principal may be made at any time without penalty and interest will be charged only on the unpaid principal balance.

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 **December 1, 2011**, 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 7th day of December, 2001.

  
Charles M. Kerr

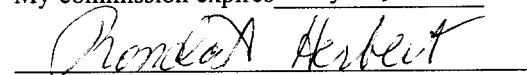
  
Susan C. Kerr

STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared **Charles M. Kerr and Susan C. Kerr**, 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 7th day of December, 2001.

My commission expires May 7, 2008 County of residence Lake

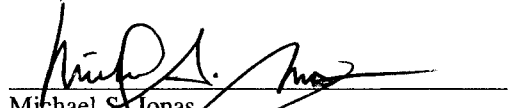
  
Notary Public Ronda A. Herbert

12.00  
# 077661  
BD

BANK CALUMET, National Association,

  
Gregory Bracco  
Senior Vice President  
Mortgage Loan Department

ATTEST

  
Michael S. Jonas  
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 S. Jonas, 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 12th day of December, 2001.

My commission expires May 7, 2008 County of residence: Lake

  
Notary Public: Ronda A. Herbert

This Instrument Prepared By: Michael S. Jonas  
Vice President  
Mortgage Loan Department

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

