2002 041670

07 M (1919 – 1943)

DeMotte State Bank 210 S. Halleck St. P.O. Box 400 DeMotte, IN. 46310

HOME EQUITY LINE MODIFICATION AGREEMENT Loan Number: 800-503-5 Current Annual Percentage Rate 8.25 %

Line of Credit 92,000.00

Annual Fee \$ 25.00

Modification Agreement, made March 20, 2002, between DeMotte State Bank (the "Lender") of 210 S. Halleck St., P.O. Box 400, DeMotte, IN. 46310 and John P. Bennett and Linda D. Bennett (the "Mortgagor") of 222 Crestline Drive, Lowell, Indiana 46356

NOT RECITALS: ICIAL

- A. The Lender is a party to a certain Home Equity Line Agreement and Disclosure, executed by Mortgagort on La March 14, 1995 Recorder, with an original (the "Agreement"); and Ninety-Two Thousand (\$92,000.00) Dollars
- B. The Agreement is secured by a certain real estate Mortgage Securing Home Equity Line dated March 14, 1995, with an original maturity date of March 20, 2002, and recorded April 7, 1995 as Document Number 95019361, or in Liber, Page, or as Instrument Number Records Book Number, Page Number, or in Official Recorder for Lake County, State of Indiana, (the and State of Indiana, to wit:

Lot #45, Bel-Aire Estates Unit No. 1, to the Town of Lowell, as shown in Plat Book 39, page 104,

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:

 Final Maturity Date: Mortgagor can obtain advances of credit for seven years (the "new draw period") from the date hereof.

> 12.00 #152536

- 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 convenant 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 specfically modified hereby.
- 3. If Mortgagor consists of two or more persons, the liability of such persons hereunder shall be joint and several.
- 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

ocument is BY SIGNING BELOW, Borrower accepts and agrees to the terms and convenants contained in the Home Equity Line Modification Agreement executed by Borrower and

This Document is the property the Lake County Recor DEMOTTE STATE BANK Borrower Bennett J. Ryaf Borrower Ex. V.P. and Loan Admin. Linda D. Bennett STATE OF INDIANA COUNTY OF <u>Jasper</u> Before me, the undersigned, a Notary Public in and for said State and

County, personally appeared John P. Bennett and Linda D. Bennett and acknowledged execution of the foregoing instrument.

Witness my hand and seal this 20th day of March

My Commission Expires: January 17, 2009

County of Residence: Jasper

Laura O'Brien Printed Name

Prepared By: Daniel J. Ryan, Ex. V.P. & Loan Administator