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MORRIS W. CARTER RECORDER

MORTGAGE MODIFICATION AGREEMENT

| (the Mortgagee | ON AGREEMENT, made August 26, 2003 , between Chemical Bank Shoreline,) of 720 Pleasant St., St. Joseph, MI 49085 and Pedro J Medina and husband and wife Mortgagors") of 9999 Randolph St, Crown Point, IN |
|---|---|
| | RECITALS |
| A. The Mortgager by the Mortgagor two thousand and | e is the holder of a certain note made and delivered to the Mortgagee and dated August 19, 1998 in the original amount of Two hundred seventy no/100 *********************************** |
| of <u>IN</u> | secured by a certain real estate mortgage dated August 19, 1998, and tember 10, 1998, Liber 98071893, Page, Lake County Records, State (the "Mortgage"), non the real property. |
| C. The Mortgagor without the r | and Mortgagee wish to modify the Note or the Mortgage, or both, necessity of rewriting the Note and the Mortgage. |
| | In consideration of the mutual agreements herein contained and other good sideration, the Mortgagor and Mortgagee agree as follows: |
| seventy two | and Mortgagee acknowledge, that as of the date hereof, there is owing , the principal sum of One hundred forty five thousand three hundred and 92/100*********************************** |
| As designat it is agree Mortgage, of indicated: | ted by the of the Mortgagor and in the box adjacent, as of the date hereof, certain provisions of the Note or the both, shall be, and the same are, hereby modified and amended as so |
| MODIFICATION OF N | OTE |
| en for x | Interest Rate. The interest rate of <u>Seven and one eighth</u> percent per annum (7.125%) is modified to <u>Five</u> percent per annum (5.00%). Interest shall never exceed the maximum rate permitted by law to be charged to the Mortgagor by the Mortgagee. |
| om fin x | Monthly Installment. The monthly installment of One thousand eight hundred thirty two and 51/100***** DOLLARS (\$1,832.51) is modified to Eight hundred forty nine and 84/100**** DOLLARS (\$849.84) |
| fm. DM × | Maturity Date. The date upon which the entire indebtedness evidenced by the Note, if not sooner paid, shall be due and payable is the 01 day of September, 2008. |
| | Date of Payment. The due date of the monthly payment is changed to , and on the same day of each month thereafter. |
| | Prepayment Penalty. Prepayment of the Note may be made. |
| | Late Payment Charge. A late payment charge may be made in the amount of _ percent (_%) of any payment fifteen (15) days past due. |
| ODIFICATION OF MO | PRTGAGE |
| | Amount Secured. The principal amount secured by the Mortgage is modified to the sum of Dollars \$), plus interest as set |

#468177 13,000 4.00 4.00

| MOD | IFIC | MOITA | _ | OTHER |
|-----|------|-------|---|-------|

| The Note or Mortgage, or both, are further modified as follows: |
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| 3. The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are 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 Note or 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 Note 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. 4. If Mortgagor consists of two or more persons, the liability of such persons hereunder shall be joint and several. 5. This 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 all genders. 6. This agreement is null and void unless all payments due are received along with this request. |
| Executed on the date first written above. WITNESSES: MORTGAGOR: |
| ρ λ |
| × Jesto of Meden |
| Document & Medina NOT OFFI Aida A Medina |
| This Document is the property of |
| the Lake County Recorder! |
| Have witnesses type or print their names under their signature |
| STATE OF INDIANA |
| County of PORTER)ss. |
| On this <u>30th</u> day of <u>August, 2003</u> this agreement was acknowledged before me by Pedro J Medina and Aida A Medina, husband and wife. |
| My commission expires: 11/03/2008 LOUISA A MATURAGE LOUISA A MATURAGE |
| Totally Public. State of Indiana |
| WITNESSES: My Commission Expires Nov 3, 2008 MORTGAGEE: |
| Chemical Bank Shoreline |
| BY: Cassie & Bul |
| Cassie L Bell ITS: Mortgage Loan Processor |
| STATE OF MICHIGAN) |
|)ss. County of Berrien) |
| in Statember |
| On this I day of August, 2003, before me, a Notary Public in and for said County, personally appeared Cassie L Bell a Mortgage Loan Processor acknowledged the foregoing agreement on behalf of said Bank. |
| THIS INSTRUMENT PREPARED BY: Chemical Bank Shoreline/ Stephanie F. Wiersma 720 PLEASANT ST. ST. JOSEPH, MI 49085 Stephanie F. Wiersma Notary Public Cass acting in BerrienCo., MI MY COMMISSION EXPIRES 06/30/06 |