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LAKE COUNTY
FILED FOR RECORD

2004 074567

RECORDED
MAY 11 2004

LOAN MODIFICATION AGREEMENT

Mortgage Loan #20514

WHEREAS

BANK CALUMET, National Association

LOANED

**Mark W. Dahlkamp and Aida J. Dahlkamp,
Husband and Wife**

The SUM of **Six Hundred Ninety Thousand and 00/100's Dollars (\$690,000.00)** as evidenced by a note and mortgages executed and delivered on **October 31, 2002**, which said mortgage being recorded on **November 8, 2002**, in **Lake County, Indiana**, as document number ~~2002 102319~~, and on **December 3, 2002**, in **Cook County, Illinois**, as document number **0021326155**, and which was subsequently modified on **October 30, 2003** and **January 30, 2004**, and,

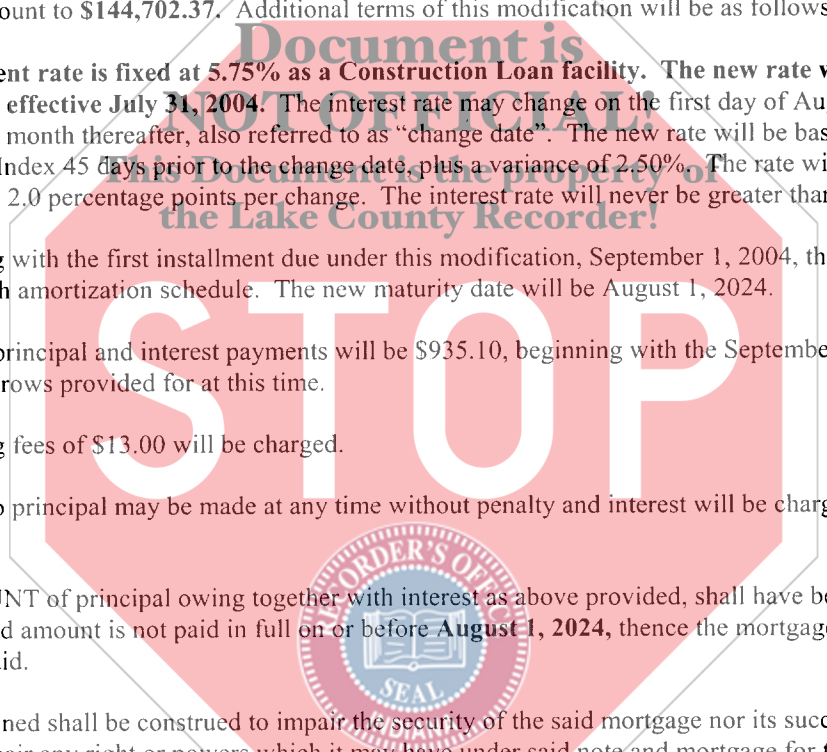
WHEREAS it is hereby agreed that for and in consideration of Ten and 00/100 dollars (\$10.00) and other valuable considerations to the lender, the subject mortgage will be modified. The current principal balance is **\$115,554.89**. Interest due as of July 30, 2004 in the amount of \$39,147.48 will be added to the loan's balance to be **\$154,702.37**. A principal reduction of \$10,000.00 will be made to reduce balance and loan amount to **\$144,702.37**. Additional terms of this modification will be as follows:

1. **The current rate is fixed at 5.75% as a Construction Loan facility. The new rate will be a 1/1 ARM and will be 4.75% effective July 31, 2004.** The interest rate may change on the first day of August, 2005 and on that day every 12th month thereafter, also referred to as "change date". The new rate will be based on the 1 year US Treasury Index 45 days prior to the change date, plus a variance of 2.50%. The rate will never increase or decrease more than 2.0 percentage points per change. The interest rate will never be greater than 10.75% or less than 2.75%.
2. Beginning with the first installment due under this modification, September 1, 2004, the loan will utilize a 240-month amortization schedule. The new maturity date will be August 1, 2024.
3. Monthly principal and interest payments will be \$935.10, beginning with the September 1, 2004 payment. There are no escrows provided for at this time.
4. Recording fees of \$13.00 will be charged.

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 **August 1, 2024**, 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.



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IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this 13th day of August, 2004.

X Mark W. Dahlkamp
Mark W. Dahlkamp

X Aida J. Dahlkamp
Aida J. Dahlkamp

STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared, **aurence A. Hlista, a/k/a Laurence Hlista and Ronald Hlista**, and acknowledged the execution of the 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 13th day of August, 2004.

My Commission expires 10-7-2010 County of Residence Essex
Nancy Pala
Notary Public



BANK CALUMET, National Association

ATTEST:

Gregory Bracco
Gregory Bracco
Senior Vice President
Mortgage Loan Department

Michael Jonas
Michael 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 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 such 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 13th day of August, 2004.

My Commission Expires 10-17-2010

County of Residence Salpeter

Dawn Pala
Notary Public

This instrument prepared by: Gregory Bracco
Senior Vice President
Mortgage Loan Department

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

