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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 008542

2006 FEB -3 AM 8:50

MICHAEL A. BROWN  
RECORDER

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

HOME EQUITY LINE MODIFICATION AGREEMENT

Loan Number: 8011579

Current Annual Percentage Rate 7.75 %

Line of Credit 75,000.00

Annual Fee \$ 25.00

Modification Agreement, made January 6, 2006, between DeMotte State Bank (the "Lender") of 210 S. Halleck St., P.O. Box 400, DeMotte, IN. 46310 and William A. Spencer and Margaret S. Spencer (the "Mortgagor") of 17424 Hawthorne, Lowell, IN 46356.

RECITALS:

A. The Lender is a party to a certain Home Equity Line Agreement and Disclosure, executed by Mortgagor on December 31, 1998, with an original maximum credit limit of Seventy Five Thousand & 00/100 (\$75,000.00) Dollars (the "Agreement"); and

B. The Agreement is secured by a certain real estate Mortgage Securing Home Equity Line dated December 31, 1998, with an original maturity date of January 6, 1998, and recorded January 28, 1999 as Document Number 99007287, 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:

Lots, 24 and 25 in Dahl Estates, Unit 2, an addition to the Town of Lowell as per plat thereof, recorded in Plat Book 49 page 21, in the Office of the Recorder of Lake County, Indiana.

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:

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

*Handwritten notes:*  
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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, Ex VP & Branch  
 Manager

William A. Spencer  
 Borrower William A. Spencer  
Margaret S. Spencer  
 Borrower Margaret S. Spencer

STATE OF INDIANA  
 COUNTY OF Lake

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared William A. Spencer and Margaret S. Spencer, and acknowledged execution of the foregoing instrument.

Witness my hand and seal this 6th day of January, 2006.

My Commission Expires: October 21, 2006

County of Residence: Lake



Stacey Bright  
 Notary Public  
Stacey Bright  
 Printed Name

Prepared By: Guy A. Carlson Ex VP & Branch Manager

Prescribed by the  
State Board of Accounts  
(2005)

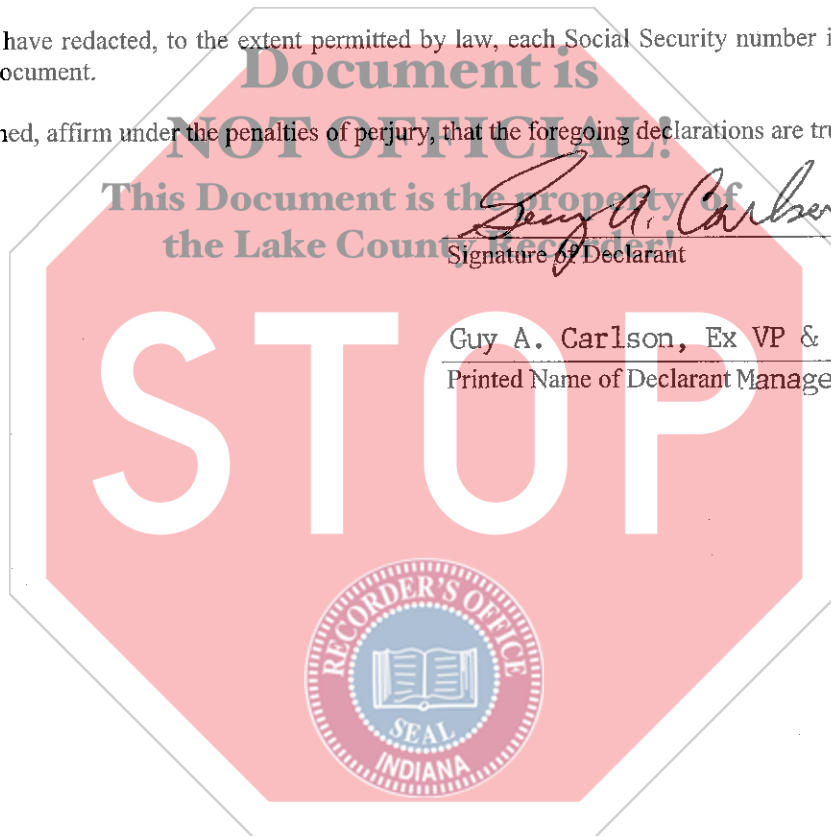
Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



*Guy A. Carlson*  
Signature of Declarant

Guy A. Carlson, Ex VP & Branch  
Printed Name of Declarant Manager