STATE OF INCIDANS

LAKE COUNTY
FILED FOR RECORD

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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: 80266/6
Current Annual Percentage Rate 8.75 %
Line of Credit <u>62.000.00</u>
Annual Fee \$ 25.00
Modification Agreement, made AUGUST 19, 2006, between DeMotte State Bank (the "Lender") of 210 S. Halleck St., P.O. Box 400, DeMotte, IN. 46310 and PHILLIP A. KUIPER AND SHERRI L.KUIPER, HUSBAND AND WIFE (the "Mortgagor") of 432 MEADOW LANE LOWELL, IN 46356
This Document is the property of
A. The Lender is a party to a certain Home Equity Line Agreement and Disclosure, executed by Mortgagor on AUGUST 14, 1999, with an original maximum credit limit of SIXTY TWO THOUSAND & 00/100(\$ 62,000.00) Dollars (the "Agreement"); and
B. The Agreement is secured by a certain real estate Mortgage Securing Home Equity Line dated AUGUST 14, 1999, with an original maturity date of 8-20-2006, and recorded AUGUST 31, 1999 as Document Number 99072013, 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: LOT 72 IN BLOCK 2 IN EASTDALE ESTATES, UNIT 4, AS PER PLAT THEREOF, RECORDED
IN PLAT BOOK 46 PAGE 108, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY

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.

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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 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.
- 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 convenants contained in the Home Equity Line Modification Agreement executed by Borrower and recorded with it.

DEMOTTE STATE BANK

By: Suy (

BRANCH MANAGER

Borrower CHERRY A. KUIPER
BORROWER CHERRY I WARREN

STATE OF INDIANA COUNTY OF INDIANA

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared PHILLIP A. KUIPER AND SHERRI L. KUIPER, HUSBAND AND WIFE and acknowledged execution of the foregoing instrument.

Witness my hand and seal this 19TH day of
My Commission Expires: january 24, 2013

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County of Residence: lake

AUGUST

2006

Notary Public

HEATHER F. TATE Printed Name

Prepared By: GUY A. CARLSON, EXECUTIVE VICE PRESIDENT AND BRANCH MANAGER

"I affirm, under the penalties for perjury, that I have taken reasonable care to reduct each social security number in this document, unless required by law."

Heathy & Tate