

Prepared by Florence L Robinson

MAIL TO: 2007 019068

Peotone Bank & Trust Co.
200 W. Corning Avenue
Peotone, IL 60468

Loan No. 712770

STATE OF ILLINOIS
LAKE COUNTY
RECORDERS OFFICE

JAN 23 2007 10:40

MICHAEL J. BROWN
RECORDER

MODIFICATION AGREEMENT

AGREEMENT made this 20th day of January, A.D., 2007 between Peotone Bank and Trust Company, a banking corporation, organized and existing under the laws of the State of Illinois, party of the first part and **Todd M. Klomp and Crystal D Klomp**, of the village of **Dyer, County of Lake, and State of Indiana**, party of the second part witnesseth:

WHEREAS, the said party of the first part is the owner and holder of a certain promissory note dated **May 23, 2006**, made, executed and delivered by the said party of the second part, due and payable on **November 23, 2006**, and secured by a Mortgage(s) dated **May 23, 2006** therewith recorded in the Recorder's Office in **Lake County, Indiana**, as **Document No. 2006 057086**, and Previously Modified on **September 20, 2006** and recorded as **Document No. 2006 096300**, and

WHEREAS, it is agreed by said party of the second part that there is now due and owing on said note a Line of Credit in the amount of **Four Hundred and Ten Thousand and 00/100 Dollars (\$410,000.00)** with an unpaid principal balance of **Four Hundred and Ten Thousand and 00/100 Dollars (\$410,000.00)** and the total principal amount remains unchanged.

WHEREAS, the party of the second part desires an extension of time of payment of said note, and the party of the first part has agreed to such an extension of time of payment.

NOW, THEREFORE, in consideration of the premises and mutual promises and agreements hereinafter made, and the sum of Ten and 00/100 (\$10.00) Dollars in hand paid by the party of the second part, it is hereby covenanted and agreed by and between the parties as follows:

- 1. Time for payment of said principal note is hereby extended as hereinafter provided.

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2. Borrower's payment schedule consists of one payment, beginning May 20, 2007 with interest calculated on the unpaid principal balances at an interest rate of 8.50% per annum; one payment of all unpaid principal plus interest due on May 20, 2007.

3. Late charges are to be 5% of the late payment or \$10.00; whichever is greater, after 10 days of the scheduled payment.

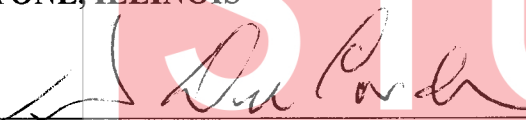
4. That the aforesaid payments and interest shall be secured by the **Mortgage** recorded as **Document No. 2006 057086** with **Lake County Recorder** in the same manner as if the changes herein had been specifically described therein and that the Mortgage and all the provisions, stipulations, powers, terms and covenants therein shall be in full force and effect except as hereby modified.

It is expressly understood and agreed by the party of the second part that they shall perform and observe all the covenants, agreements and conditions as otherwise provided in said Mortgage(s) heretofore executed by them and recorded in said Recorder's office as **Document No. 2006 057086**.

This agreement shall be binding upon the successors or assigns of the party of the first part and the heirs, executors, administrators and assigns of the party of the second part.

IN WITNESS WHEREOF, the party of the first part hath hereunto caused its corporate seal to be affixed and this agreement to be signed by its Sr. Vice President and attested by its Assistant Trust Officer and the party of the second part has hereunto set her hand and seal the day and year first above written.

**PEOTONE BANK AND TRUST COMPANY
PEOTONE, ILLINOIS**

By: 
G. Duane Carder, Sr. Vice President

Attest: 
Joyce E. Werner, Asst. Trust Officer




Todd M. Klomp,


Crystal D. Klomp,

...See Legal Description on Exhibit "A" attached

INDIVIDUAL (S) ACKNOWLEDGEMENT

STATE OF Illinois

COUNTY OF Will

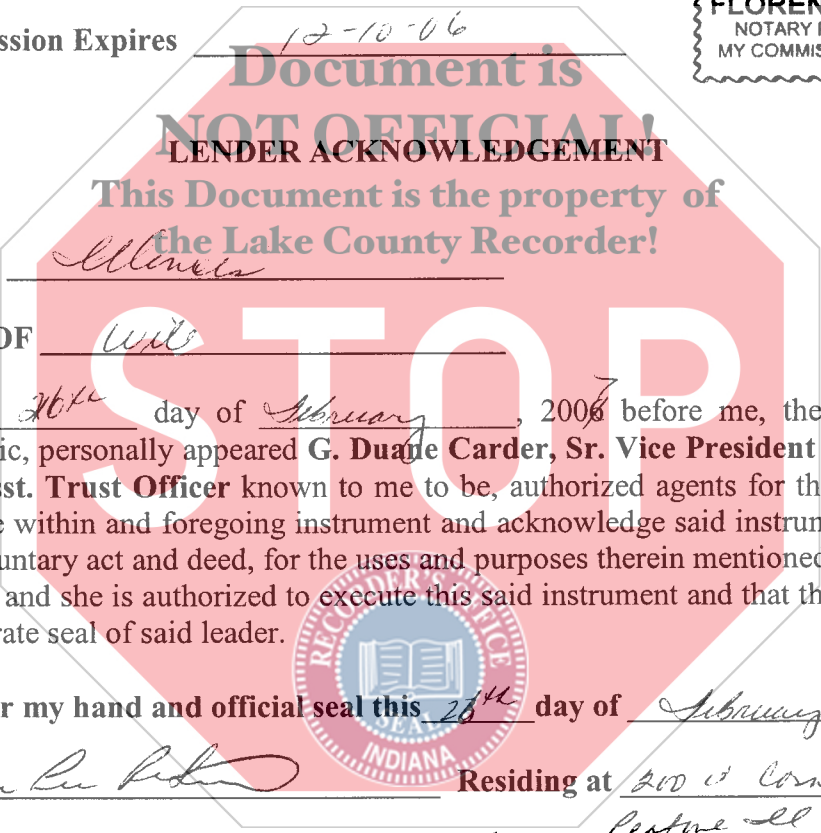
On this day before me, the undersigned Notary Public, personally appeared **Todd M. Klomp and Crystal D. Klomp**, known to me to be the individual(s) described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of February, 2007.

By Florence Lee Robinson Residing at 200 W. Corny Ave Peotone IL 60468

Notary Public in and for the State Of Illinois

My Commission Expires 12-10-06



STATE OF Illinois

COUNTY OF Will

On this 26th day of February, 2007 before me, the undersigned Notary Public, personally appeared **G. Duane Carder, Sr. Vice President and Joyce E. Werner, Asst. Trust Officer** known to me to be, authorized agents for the Lender that executed the within and foregoing instrument and acknowledge said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath state that he and she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said leader.

Given under my hand and official seal this 26th day of February, 2007.

By Florence Lee Robinson Residing at 200 W. Corny Ave Peotone IL 60468

Notary Public in and for the State Of Illinois

My Commission Expires 12-10-10



Exhibit "A"

Legal Description:

Lake County Property

Lot 1 In Highpoint Prairie Unit 1 To The Town Of Dyer, As Per Plat Thereof, Recorded In Plat Book 93 Page 25, In The Office Of The Recorder Of Lake County, Indiana.

The Real Property or its address is commonly known as **153 Buttercup Lane, Dyer, IN 46311.**

The Real Property tax identification number is **Unit #12, Key # 14-308-1.**

