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## 2007 052549



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

## HOME EQUITY LINE MODIFICATION AGREEMENT

Loan Number: 400-141-8
Current Annual Percentage Rate 8.75 %
Line of Credit \$65,000.00
Annual Fee \$25.00
Modification Agreement, made April 28, 2000, between DeMotte State Bank (the "Lender") of 210 S. Halleck St., P.O. Box 400, DeMotte, IN. 46310 and Ronald E. Gracz and Patricia Gracz (the "Mortgagor") of 8340 Lakeshore Dr.  RECITALS:  RECITALS:
A. The Lender is a party to a certain Home Equity Line Agreement and Disclosure, executed by Mortgagor on April 28, 2000, with an original maximum credit limit of Sixty-five thousand & no cents (\$65,000.00) Dollars (the "Agreement"); and
B. The Agreement is secured by a certain real estate Mortgage Securing Home Equity Line dated <u>April 28, 2000</u> , with an original maturity date of
May 3, 2007 , and recorded May 5, 2000 as Document Number 2000 030809, 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
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:  See Exhibit "A" attached.

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 convention contained in the Home Equity Line Modification Agreement executed by Borrower recorded with it.	ants and
By:  Daniel J. Ryan  Ex. V.P. and Loan Admin.  Demotre State Bank  Borrower Ronald E. Gracz  Borrower Patricia Gracz	
STATE OF INDIANA COUNTY OF JASPER  Before me, the undersigned, a Notary Public in and for said State County, personally appeared Ronald E. Cracz and Patricia Gracz and Daniel J.	and Ryan
and acknowledged execution of the foregoing instrument.	
Witness my hand and seal this 3rd day of May , 2007 .	
My Commission Expires: 1-17-2009	
County of Residence: Jasper  Notary Public	

\_Laura\_O'Brien Printed Name

Prepared By: Daniel J. Ryan, Ex. V.P. and Loan Admin.

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

Laura O'Brien

## **EXHIBIT A**

PARCEL 1: LOTS 10, 11, AND 12, IN MADSEN SUBDIVISION, A SUBDIVISION OF CEDAR LAKE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGE 17,IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2: PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT AT A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, WHICH POINT IS 24 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, THENCE NORTH A DISTANCE FO 15.5 FEET PARALLEL TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE EAST PARALLEL WITH THE SOUTH LINE OF NORTHEAST QUARTER A DISTACE OF 51 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SOUTHEASTQUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 80 FEET; THENCE WEST PARALLEL WEITH THE SOUTH LINE OF SAID NORHTEAST QUARTER A DISTANCE OF 75 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH ON THE WEST LINE OF SAIDSOUTHEAST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 221.5 FEETR, MORE OR LESS, TO THE SOUTHWEST CORNER OF TRACT DEEDED TO LLOYD W. CLARK AND THERESIE W. CLARK, HIS WIFE, BY DEED REDORDED IN DEED RECORD 969, PAGE 293, THENCE EAST 100 FEET TO THE SOUTHEAST CORNER OF SAID CLARK TRACT; THENCE SOUTHEASTERLY IN A STRAIGHT LIN TO A POINT WHICH IS 140 FEET EAST AND 95.5 FEET NORTH OF THE SOUTHWEST CORNER OFSAID SOUTHEAST QUARTER; THENCE SOUTHEASTERLY 81.2 FEET IN A STRAIGHT LINE TO A POINT WHICH IS 155 FEET EAST AND 15.5 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER 67.44 FEET WEST OF THE NORTHEAST CORNER OF LOT 12 IN MADSEN SUBDIVISION; THENCE WEST ALONG THE NORTH LINES OF LOTS 12, 11, AND 10 IN SAID MADSEN SUBDIVISION, TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL 3: PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, TANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE AT THE NORTHEAST CORNER OF LOT 12 IN MADSEN SUBDIVISION AS RECORDED IN PLAT BOOK 15, PAGE 17; THENCE WEST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION A DISTACE OF 67.44 FEET; THENCE NORTHWESTERLY TO A POINT WHICH IS 15.5 FEET NORTH AND 155 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTHWESTERLY 81.2 FEET TO POINT WHICH IS 95.5 FEET NORTH AND 140 FEET EAST OF THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTON; THENCE EAST 15.3 FEET; THENCE SOUTHEASTERLY PARALLEL TO AND 15 FEET DISTANCE FROM THE NORTHWESTERLY 81.2 FEET LINE A DISTANCE OF 16.1 FEET: THENCE SOUTHEASTERLY TO THE PLACE OF BEGINNING

PARCEL 4: PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF CEDAR LAKE, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS 15.5 FEET NORTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 80 FET; THENCE EAST, PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 75 FEET; THENCE SOUTH, PARALLEL WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 80 FEET; THENCE WEST, A DISTANCE OF 75 FEET TO THE PLACE OF BEGINNING.