

SPK

① When Recorded mail to:  
GMAC Bank  
1100 Virginia Drive, 190-FTW-BO5  
Ft. Washington, Pa. 19034  
Attn: Sandra A. Pacini

2007 099269

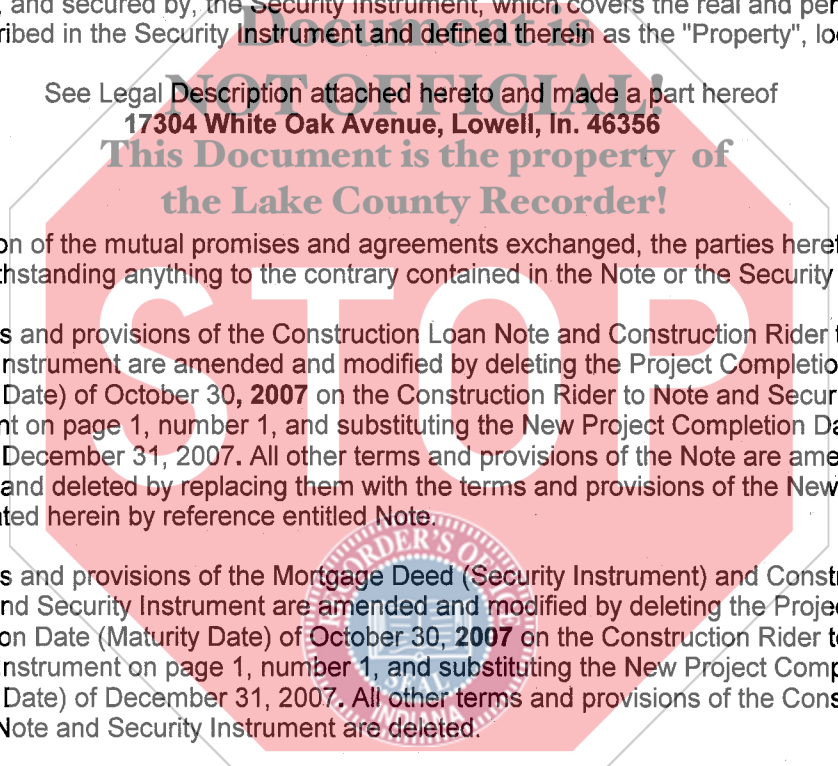
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2007 DEC 19 PM 12:21  
MICHAEL A. BROWN  
RECORDER

RECORDING DATA]----- [SPACE ABOVE THIS LINE FOR

**EXTENSION AGREEMENT** **LOAN MODIFICATION**

This Loan Modification Agreement (the "Agreement"), made this 18th day of December, 2007 by and between Mark J. Cook and Dawn J. Cook (Borrower) and GMAC Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated October 30, 2006 and recorded on \_\_\_\_\_ in Instrument No.: \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_ in the County of **Lake**, State of Indiana securing the sum of **\$290,840.00** and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

See Legal Description attached hereto and made a part hereof  
**17304 White Oak Avenue, Lowell, In. 46356**



In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or the Security Instrument):

1. The terms and provisions of the Construction Loan Note and Construction Rider to Note and Security Instrument are amended and modified by deleting the Project Completion Date (Maturity Date) of October 30, 2007 on the Construction Rider to Note and Security Instrument on page 1, number 1, and substituting the New Project Completion Date (Maturity Date) of December 31, 2007. All other terms and provisions of the Note are amended, modified and deleted by replacing them with the terms and provisions of the New Note incorporated herein by reference entitled Note.
2. The terms and provisions of the Mortgage Deed (Security Instrument) and Construction Rider to Note and Security Instrument are amended and modified by deleting the Project Completion Date (Maturity Date) of October 30, 2007 on the Construction Rider to Note and Security Instrument on page 1, number 1, and substituting the New Project Completion Date (Maturity Date) of December 31, 2007. All other terms and provisions of the Construction Rider to Note and Security Instrument are deleted.
3. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.
4. This Agreement does not constitute a novation of the obligations evidenced by the Construction Loan Agreement (the "Loan Agreement") bearing the same date as, and secured by, the Security Instrument. Borrower and Lender continue to be bound by, and will comply with, all of the terms and provisions of the Loan Agreement, as amended hereby, to the extent not inconsistent with this Agreement.
5. All of Lender's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.
6. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

\* 20  
16794  
DG  
2-07

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto the day and year first above written.

BORROWER(S):

LENDER:

GMAC Bank,  
a Utah Corporation

By: [Signature]

By:

Name: Mark J. Cook

Name: Carrie Powers  
Title: Limited Signing Officer

By: [Signature]  
Name: Dawn J. Cook

----- FOR ACKNOWLEDGEMENTS -----

STATE OF  
COUNTY OF

Indiana  
Pose

This instrument was acknowledged before me on 12-18, 2007 by MARK J. COOK, an DAWN J. COOK



NOTARY PUBLIC

STATE OF  
COUNTY OF

This instrument was acknowledged before me on \_\_\_\_\_, 2007 by \_\_\_\_\_, an \_\_\_\_\_



NOTARY PUBLIC

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF MONTGOMERY ) ss. FT. WASHINGTON

On this, the 18<sup>th</sup> day of December, 2007 before me, the undersigned, a notary public in and for the said State, personally appeared Carrie Powers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

(This area for Official Notarial Seal) My Commission Expires:

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.  
Marilyn Huber [Signature]

①  
When Recorded mail to:  
GMAC Bank  
1100 Virginia Drive, 190-FTW-BO5  
Ft. Washington, Pa. 19034  
Attn: Sandra A. Pacini

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

### LOAN MODIFICATION EXTENSION AGREEMENT

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See Legal Description attached hereto and made a part hereof  
**17304 White Oak Avenue, Lowell, In. 46356**

**This Document is the property of**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or the Security Instrument):

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4. This Agreement does not constitute a novation of the obligations evidenced by the Construction Loan Agreement (the "Loan Agreement") bearing the same date as, and secured by, the Security Instrument. Borrower and Lender continue to be bound by, and will comply with, all of the terms and provisions of the Loan Agreement, as amended hereby, to the extent not inconsistent with this Agreement.
5. All of Lender's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.
6. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto the day and year first above written.

**BORROWER(S):**

**LENDER:**

GMAC Bank,  
a Utah Corporation

By: \_\_\_\_\_  
Name: Mark J. Cook

By: \_\_\_\_\_  
Name: Carrie Powers  
Title: Limited Signing Officer

By: \_\_\_\_\_  
Name: Dawn J. Cook

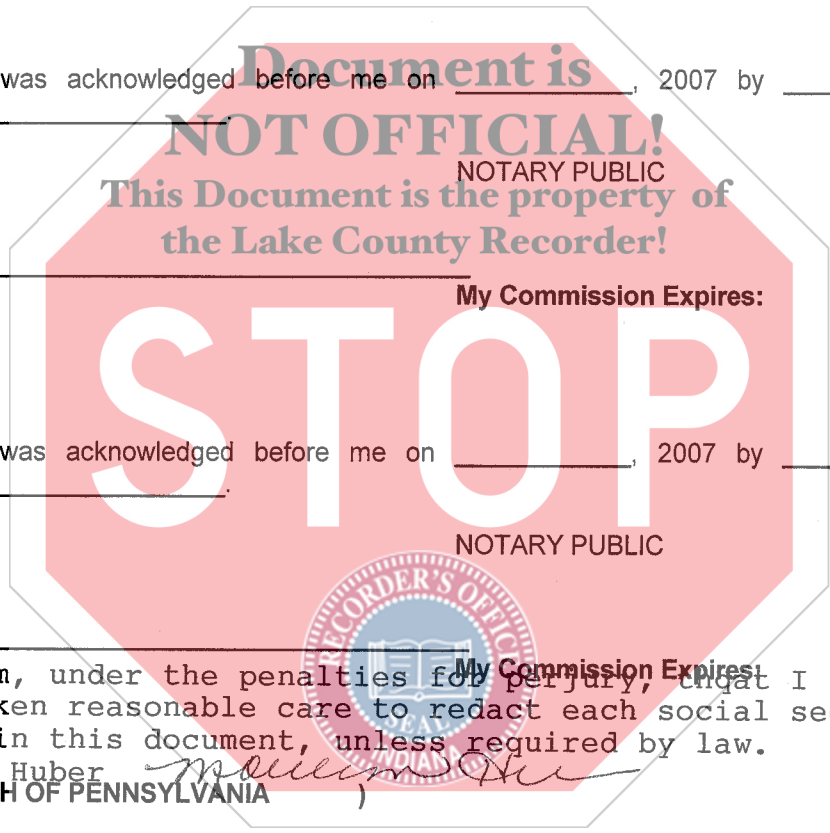
----- FOR ACKNOWLEDGEMENTS -----

**STATE OF  
COUNTY OF**

This instrument was acknowledged before me on \_\_\_\_\_, 2007 by \_\_\_\_\_, an

**STATE OF  
COUNTY OF**

This instrument was acknowledged before me on \_\_\_\_\_, 2007 by \_\_\_\_\_, an



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.

Marilyn Huber \_\_\_\_\_  
COMMONWEALTH OF PENNSYLVANIA

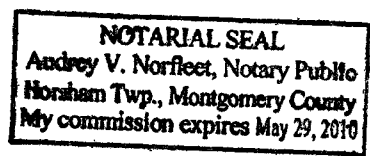
**COUNTY OF MONTGOMERY ) ss. FT. WASHINGTON**

On this, the 18<sup>th</sup> day of December, 2007 before me, the undersigned, a notary public in and for the said State, personally appeared Carrie Powers, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

\_\_\_\_\_  
(This area for Official Notarial Seal)

My Commission Expires:



**EXHIBIT "A"**

**LOT 3 LANGE<sup>MS</sup> ACRES, RECORDED IN PLAT BOOK 98 PAGE 85, IN LAKE COUNTY INDIANA**

**PARCEL ID NUMBER: 10-01-0245-0003**

**COMMONLY KNOWN AS: 17304 WHITE OAK AVENUE  
LOWELL, IN 46356**

