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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 060617

2009 SEP -2 AM 9:26

MICHAEL A. BROWN  
RECORDER

LOAN MODIFICATION AGREEMENT

Mortgage Loan #20143

WHEREAS

BANK CALUMET, National Association

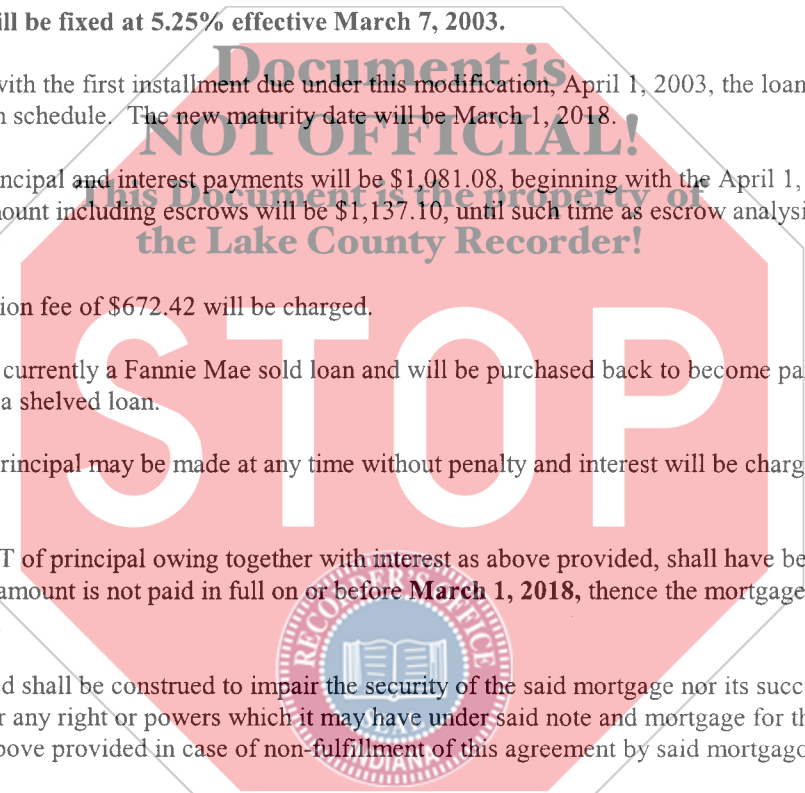
LOANED

Scott D. Vanderlee

The SUM of **One Hundred Thirty-Five Thousand and 00/100's Dollars (\$135,000.00)** as evidenced by a note and mortgage executed and delivered on **October 17, 2002**, which said mortgage being recorded on 10-22-2002, in Lake County, Indiana, as document number 2002-095140 and,

WHEREAS it is hereby agreed that for and in consideration of Ten and 00/100 dollars (\$10.00) and other valuable considerations to the lender, the subject note and mortgage will be modified. The current principal balance is **\$134,483.62**. The terms of this modification will be as follows:

1. **The rate will be fixed at 5.25% effective March 7, 2003.**
2. Beginning with the first installment due under this modification, April 1, 2003, the loan will utilize a 180-month amortization schedule. The new maturity date will be March 1, 2018.
3. Monthly principal and interest payments will be \$1,081.08, beginning with the April 1, 2003 payment, the total payment amount including escrows will be \$1,137.10, until such time as escrow analysis may adjust the payment amount.
4. A modification fee of \$672.42 will be charged.
5. This loan is currently a Fannie Mae sold loan and will be purchased back to become part of the Bank Calumet loan portfolio as a shelved loan.



ADDITIONAL payments to principal may be made at any time without penalty and interest will be charged only on the unpaid principal balance.

WHEN THE FULL AMOUNT of principal owing together with interest as above provided, shall have been paid in full, the mortgage lien shall be released. If said amount is not paid in full on or before **March 1, 2018**, thence the mortgage may be foreclosed upon for any amount remaining unpaid.

NOTHING HEREIN contained shall be construed to impair the security of the said mortgage nor its successors in interest under said mortgage nor affect nor impair any right or powers which it may have under said note and mortgage for the recovery of the mortgage debt with interest at the rate above provided in case of non-fulfillment of this agreement by said mortgagor.

IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this 21 day of March, 2003.

X Scott D. Vanderlee  
Scott D. Vanderlee

STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared, **Scott D. Vanderlee**, and acknowledged the execution of the above and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21 day of March, 2003.

My Commission expires Sept 29, 2008 County of Residence Lake

Jennifer Schoon  
Notary Public

✓ #10016163  
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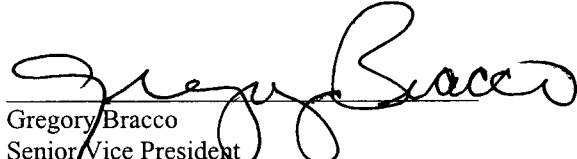
LEGAL DESCRIPTION

LOT 23 IN HERON LAKE ADDITION UNIT 3, TO THE TOWN OF ST. JOHN , AS  
PER PLAT THEREOF, RECORDED IN PLAT BOOK 90 PAGE 94, IN THE OFFICE  
OF THE RECORDER OF LAKE COUNTY , INDIANA

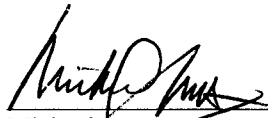
PROPERTY ADDRESS: 11853 HERON LAKE ROAD ST. JOHN , INDIANA 46373



BANK CALUMET, National Association

  
Gregory Bracco  
Senior Vice President  
Mortgage Loan Department

ATTEST

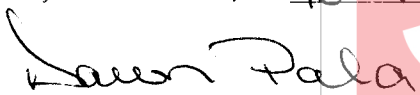
  
Michael Jonas  
Vice President  
Mortgage Loan Department

STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned a notary public in and for said County and State personally appeared **Gregory Bracco, Senior Vice President and Michael Jonas, Vice President** of BANK CALUMET, National Association, Hammond, Indiana, known to me to be such, and acknowledged that as such officers, they signed and delivered the annexed Mortgage Modification Agreement and caused the corporate seal of such Bank to be affixed thereto, pursuant to the authority of the Board of Directors of said Bank, as their free and voluntary act and deed and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 21<sup>st</sup> day of March, 2003.

My Commission Expires 10-7-2010 County of Residence Laurens

  
Lauren Pala  
Notary Public

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THE DOCUMENT, UNLESS REQUIRED BY LAW (FIRST MIDWEST BANK)

This instrument prepared by: Michael S. Jonas  
Vice President  
Mortgage Loan Department

Please return to: **First Midwest bank**  
Attn: Anna Margellos  
300 N. Hunt Club Rd  
Gurnee, IL 60031

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