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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

THIS DOCUMENT PREPARED BY:
AND AFTER RECORDING RETURN TO:

2012 056946

2012 AUG 23 AM 9:05

First Financial Bank
2652 North Bend Rd
Hebron, KY 41048
Attn: William E Simon Jr.

WILLIAM E. SIMON
RECORDER

12BAR24293

This space reserved for Recorder's use only

MODIFICATION OF LOAN DOCUMENTS

THIS MODIFICATION OF LOAN DOCUMENTS (this "Agreement") is made effective as of the 11th day of July, 2012, by and among **Robert J Lamacki and Cynthia A Lamacki** collectively the "Borrower") and **FIRST FINANCIAL BANK, NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Lender"), whose address is 300 High Street, Hamilton, Ohio 45011.

RECITALS:

A. Lender has made a home equity line of credit loan ("Loan") to Borrower in the maximum principal amount of up to **Ninty Five Thousand Dollars (\$95,000.00)** under a certain Capital Access Home Equity Line of Credit Account, Account #**3300016540** pursuant to Capital Access Home Equity Line of Credit Terms and Conditions accepted by the Borrower on **May 30, 2008** (the "Credit Agreement").

B. The Credit Agreement is secured by, among other things, that certain Mortgage from Borrower to Lender executed **May 30, 2008** and recorded **June 30, 2008** in **instrument #2008 047245**, in the Official Records Lake County, Indiana Recorder's Office ("Recorder's Office") which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit "A" attached hereto and thereto ("Mortgaged Premises"). The Credit Agreement, the Mortgage and any and all other documents evidencing and/or securing the Loan, are sometimes collectively referred to herein as the "Loan Documents").

C. Borrower has requested that Lender agree to an amendment of the Loan Documents by virtue of this Agreement in order to decrease the amount of and available under the Loan from to **Ninty Five Thousand Dollars (\$95,000.00)** to **Fifty Nine Thousand Five Hundred Dollars (\$59,500.00)**.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove, (ii) the agreement by Lender to modify the Loan Documents, as provided herein, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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CK# 12761
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1. **Recitals.** The foregoing recitals are hereby incorporated herein by this reference and made a part of this Agreement in their entirety.

2. **Modification of the Loan Documents.** Borrower and Lender each respectively agree that the amended principal amount of the Loan is and shall be **Fifty Nine Thousand Five Hundred Dollars (\$59,500.00)** and any and all references to **Ninty Five Thousand Dollars (\$95,000.00)** and the like in the Loan Documents are hereby deleted and replaced with **Fifty Nine Thousand Five Hundred Dollars (\$59,500.00)**.

3. **Representations and Warranties of Borrower.** Borrower hereby represent, covenant and warrant to Lender as follows:

(a) The representations and warranties in the Credit Agreement and all other Loan Documents are true and correct in all material respects as of the date hereof.

(b) There is currently no Event of Default under the Loan Documents, and Borrower does not know of any existing event or circumstance which, with the giving of notice or passing of time or both, would constitute an Event of Default under the Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Borrower enforceable in accordance with their respective terms.

(d) Since the inception of the Loan, there has been no change in the financial condition of the Borrower which would materially and negatively impact their ability to repay the Loan.

(e) As of the date hereof, Borrower has no claims, counterclaims, defenses, or set-offs with respect to the Credit Agreement or any of the Loan Documents as modified herein.

4. **Expenses.** As a condition precedent to the agreements contained herein, Borrower shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including, without limitation, recording fees, appraisal fees and attorneys' fees and expenses.

5. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

(b) This Agreement shall not be construed more strictly against Lender than against Borrower, it being recognized that Borrower and Lender have contributed substantially and materially to the preparation of this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering

this Agreement, intending thereby to be legally bound by the terms and provisions thereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement.

(c) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(d) Any references to the "Credit Agreement", the "Mortgage", the "Loan Documents" or the like contained in any of the Loan Documents shall be deemed to refer to the Credit Agreement, the Mortgage and the other Loan Documents as amended hereby as applicable and appropriate. The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(e) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(f) Time is of the essence of each of Borrower's obligations under this Agreement.

(g) Except as expressly set forth herein, the Loan Documents shall remain unchanged and in full force and effect.

6. **Ratification and Incorporation**. This Agreement is an amendment only, and constitutes neither a novation nor an accord and satisfaction of the existing obligations and indebtedness of Borrower to Lender. Except as amended hereby, the Credit Agreement remains in full force and effect. This Agreement shall not release or affect the liability of any guarantor, surety or endorser of the Credit Agreement or any other Loan Document, if any. The terms, definitions, and conditions of the Credit Agreement and the other Loan Documents are incorporated by this reference, ratified, and shall remain in full force and effect. The Credit Agreement all other Loan Documents, as amended, are hereby adopted, ratified, confirmed and acknowledged to be in full force and effect and binding upon Borrower, with all of the collateral being pledged therefore remaining as security for Lender. To the extent that any provision of this Agreement conflicts with any term or condition set forth in the Credit Agreement or the Loan Documents, the provisions of this Agreement shall control. Borrower acknowledges and agrees that, as of the date of this Agreement, there are no claims, setoffs or defenses or rights to claims, setoffs or defenses to payment of the Credit Agreement or to the performance of Borrower's obligations under the Credit Agreement, or any of the other Loan Documents

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

BORROWER:

Robert J Lamacki
Robert J Lamacki

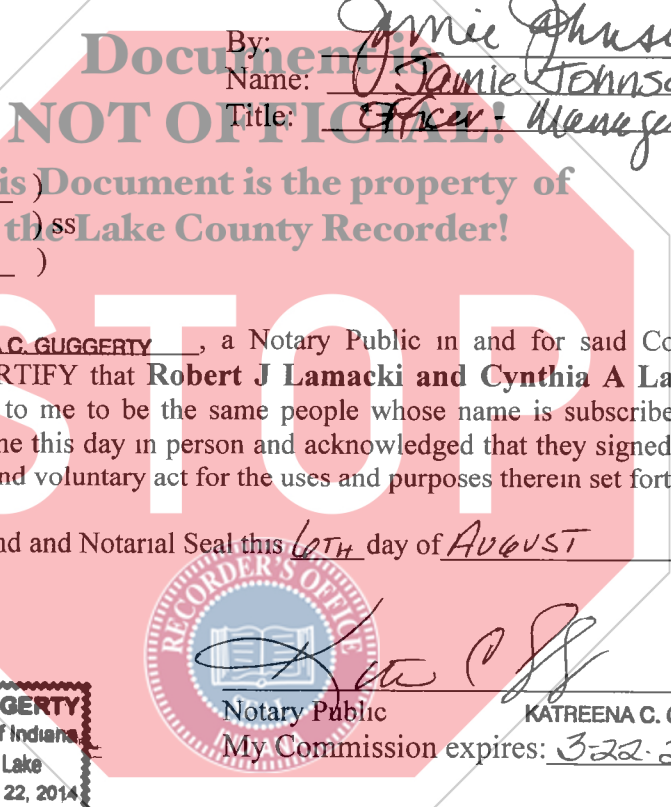
Cynthia A Lamacki
Cynthia A Lamacki

LENDER:

First Financial Bank, National Association,
a national banking association

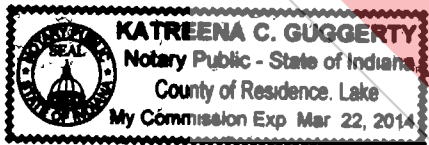
By: Jamie Johnson
Name: Jamie Johnson
Title: Office Manager

STATE OF INDIANA)
) ss
COUNTY OF LAKE)



I KATREENA C. GUGGERTY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Robert J Lamacki and Cynthia A Lamacki** as married persons is personally known to me to be the same people whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6TH day of AUGUST, 2012.



Katreena C. Guggerty
Notary Public
My Commission expires: 3-22-2014

STATE OF OHIO •)
) ss
COUNTY OF Hamilton)

I, Doug E. Evans, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jamie Johnson, officer-manager of First Financial Bank, National Association, a national banking association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her and its own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of July, 2012.



DOUG E. EVANS
Notary Public, State of Ohio
My Commission Expires Aug. 24, 2013



Notary Public
My Commission Expires: Aug. 24, 2013

309544_1 DOC



LEGAL DESCRIPTION

Lot 2 in Weston Ridge Unit 2, an Addition to the Town of St John, as per plat thereof, recorded in Plat Book 94, page 54, and amended by Plat of Correction recorded in Plat Book 94, page 96, in the Office of the Recorder of Lake County, Indiana

FOR INFORMATIONAL PURPOSES ONLY.

Common Address 10714 Northcote Drive, St. John, IN 46373
45-15-05-354-027.000-015

