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STATE OF INDIANA
LAKE COUNTY
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2015 067177

2015 SEP 30 AM 8:34

MICHAEL B. BROWN
RECORDER

After Recording Return To:
First Merchants Bank, N.A.
9301 Innovation Drive
Suite 280
Daleville, IN 47334



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**This Document is the property of
the Lake County Recorder!**
CONSTRUCTION CONVERSION MODIFICATION AGREEMENT
(Adjustable Interest Rate)

826382

This Construction Conversion Modification Agreement (the "Agreement"), made and effective this 4th Day of September, 2015 between First Merchants Bank, National Association ("Lender") and Peter Tsiakopoulos and Elaine Tsiakopoulos, Husband and Wife ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the interim construction financing adjustable interest rate Note (the "Adjustable Rate Note") to Lender dated the 1st Day of October, 2014, in the original principal sum of U.S. \$465,000.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Adjustable Rate Note and recorded as Instrument Number 2014060338 in the office of the Recorder of Lake County, IN. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

925 Lillian Russell Court, Crown Point, IN 46307
[Property Address]

the real property described being set forth as follows:

See Exhibit A

Borrower and Lender agree that on or before the date of this Agreement the construction or renovation, as applicable, of the Property has been completed and that all loan proceeds have been disbursed to Borrower in accordance with the terms of the Adjustable Rate Note. Borrower and Lender have agreed to modify the terms of the Adjustable Rate Note and Security Instrument in accordance with the terms of this Agreement. This Agreement is not a novation.

In consideration of the mutual promises and agreements exchanged, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Adjustable Rate Note and Security Instrument):

1. **Current Loan Balance.** As of September 4, 2015 the amount payable under the Adjustable Rate Note and Security Instrument, each as modified by this Agreement, (the "Unpaid Principal Balance") is U.S. \$464,959.00. Interest, if any, has been paid through the date of this Agreement.

AMOUNT \$ 22-
 CASH _____ CHARGE _____
 CHECK # 000 214037
 OVERAGE 3
 COPY _____
 NON - COM _____
 CLERK MB

1-ref#

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2. Note Modification. The terms and provisions of the interim construction financing stated in the Adjustable Rate Note in Paragraphs 2, 3 and 4, are amended and modified as follows:

(a) Interest. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the unpaid principal until the full amount of the Unpaid Principal Balance has been paid. Borrower must pay interest at a yearly rate of 3.125%. The interest rate will change in accordance with the terms of the Adjustable Rate Note as modified by this Agreement. This interest rate shall apply both before and after any default described in the Adjustable Rate Note.

(b) Payments. Borrower promises to pay principal and interest by making a payment every month. Each of the initial monthly payments will be in the amount of \$1,000. This amount may change. Changes in the monthly payment will reflect changes in the unpaid principal and in the interest rate. The Note Holder will determine the new interest rate and the changed amount of the monthly payment in accordance with this Agreement.

Borrower shall make the monthly payment on the first day of each month beginning on November 1, 2015. Borrower shall make these payments every month until Borrower has paid all of the principal and interest and any other charges described in the Adjustable Rate Note. The monthly payments shall be applied as stated in the Adjustable Rate Note.

If on October 1, 2045 (the "Maturity Date"), Borrower still owes amounts under the Adjustable Rate Note and the Security Instrument, each as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower must make the monthly payments at the place stated in the Adjustable Rate Note or such other place as Lender may require.

(c) Interest Rate and Monthly Payment Changes. The interest rate Borrower must pay may change on the first day of October 1, 2018, and may change on that day every 12 months thereafter. Each date on which the interest rate could change is called a "Change Date."

Beginning with the first Change Date, the interest rate will be based on the Current Index as described in the Adjustable Rate Note.

Before each Change Date, the Note Holder will calculate the new interest rate by adding 2.750 percentage point(s) (2.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in below, this rounded amount will be the new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the new amount of Borrower's monthly payment.

The interest rate Borrower must pay at the first Change Date will not be greater than 5.125% or less than 4.000%. Thereafter, the interest rate will never be increased or decreased on any single Change Date by more than 2.00 percentage point(s) (2.000%) from the rate of interest paid during the preceding 12 months. The interest rate will never be greater than 8.125%. My Interest rate will never be less than 4.00%.

The new interest rate will become effective on each Change Date. Borrower must pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

The Note Holder will provide Borrower notice of any changes in the interest rate and the amount of the monthly payment in accordance with the terms of the Adjustable Rate Note.

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- (d) Other Terms Remain in Effect. Other terms, including, without limitation, terms related to Borrower's right to prepay, loan charges, late charges and default, obligations of persons under the Note and the conditions under which Borrower must make payment in full in the event of a sale or transfer of the property, that are stated in the Adjustable Rate Note remain in full force and effect.
- (e) Compliance with Covenants. Borrower shall comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument.

3. Amendments to the Security Instrument. The terms and provisions of the interim construction financing stated in the Adjustable Rate Rider are amended and modified as follows:

- (a) Interest Rate and Monthly Payment Changes. The interest rate Borrower must pay may change on the first day of November, 2017, and may change on that day every 12 months thereafter. Each date on which the interest rate could change is called a "Change Date."

Beginning with the first Change Date, the interest rate will be based on the Current Index as described in the Adjustable Rate Note.

Before each Change Date, the Note Holder will calculate the new interest rate by adding 2.750 percentage point(s) (2.750%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in below, this rounded amount will be the new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe at the Change Date in full on the Maturity Date at the

new interest rate in substantially equal payments. The result of this calculation will be the new amount of Borrower's monthly payment.

The interest rate Borrower must pay at the first Change Date will not be greater than 5.125% or less than 4.000%. Thereafter, the interest rate will never be increased or decreased on any single Change Date by more than 2.00 percentage point(s) (2.000%) from the rate of interest paid during the preceding 12 months. The interest rate will never be greater than 8.125%. My interest rate will never be less than 4.00%.

The new interest rate will become effective on each Change Date. Borrower must pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again.

The Note Holder will provide Borrower notice of any changes in the interest rate and the amount of the monthly payment in accordance with the terms of the Adjustable Rate Note.

Additional changes to the Security Instrument are as follows; those marked are applicable:

(a) Increase in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been increased by U.S. \$ _____.

(b) Decrease in Principal Balance. The Unpaid Principal Balance of the Note that is secured by this Security Instrument has been decreased by U.S. \$41.00.


(c) Change in Maturity Date. The Unpaid Principal Balance if not paid sooner is due in full not later than October 1, 2045.

(d) Security Instrument Riders Cancelled. The rider(s) to the Security Instrument pertaining to the interim construction financing are null and void and of no further effect as of the date of this Agreement.

(e) Additional Security Instrument Rider(s). The terms and conditions of the Security Instrument are further amended and modified by the terms and conditions stated in the Security Instrument Rider(s), dated the date of this Agreement, fully executed and delivered by Borrower, and attached to and incorporated into this Agreement by reference.

4. Recording. This Agreement shall be recorded, together with any applicable attachments, in all places where the Security Instrument is recorded.
5. No Release. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Adjustable Rate Note or Security Instrument. Except where otherwise specifically provided in this Agreement, the Adjustable Rate Note and Security Instrument shall remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions of these instruments, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.


Deborah A. Rynearson, Vice President NMLS #543444
First Merchants Bank, National Association NMLS# 454552


Peter Tsiakopoulos-Borrower


Elaine Tsiakopoulos-Borrower

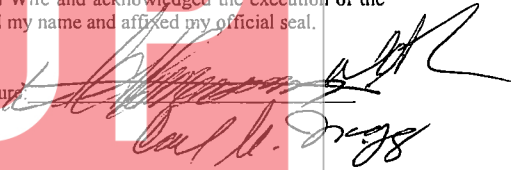


CAROL A. NAGY
Resident of Lake County
Commission Expires: December 17, 2022

State of Indiana: LAKE
County SS:

On this 4th Day of September, 2015, before me, the undersigned, a Notary Public in and for the County, personally appeared Peter Tsiakopoulos and Elaine Tsiakopoulos, Husband and Wife and acknowledged the execution of the foregoing instrument. In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 12-17-2022

Signature: 

[Space Below This Line For Acknowledgment in Accordance with Laws of Jurisdiction]

Prepared by: Lisa J Werling, Mortgage Loan Closer, First Merchants Bank, National Association

I, Lisa J Werling, 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


Lisa J Werling, Mortgage Loan Closer for First Merchants Bank, National Association

EXHIBIT "A"

Lot 346 in Ellendale Farm Unit Twelve, as per plat thereof, recorded in Plat Book 106, page 47, in the Office of the Recorder of Lake County, Indiana.

