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Recordation Requested By:
First Merchants Bank
9301 S Innovation Dr.
Suite 200
Daleville, IN 47334

2020-081106

2020 Nov 8

8:58 AM

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

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849741

LOAN MODIFICATION AGREEMENT

(Providing for Adjustable Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 8th day of October, 2020 between Ronald D Morris and Catherine G Morris, Husband and Wife ("Borrower") and First Merchants Bank ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated July 31, 2018 in the amount of \$420,000.00 and recorded August 09, 2018 as Instrument Number 2018050446 in the Office of the Recorder of Lake County, Indiana and (2) the adjustable rate note (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

961 Theresa Dr, Crown Point, Indiana 46307-4732

(Property Address)

the real property described being set forth as follows:

SEE "EXHIBIT A"

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

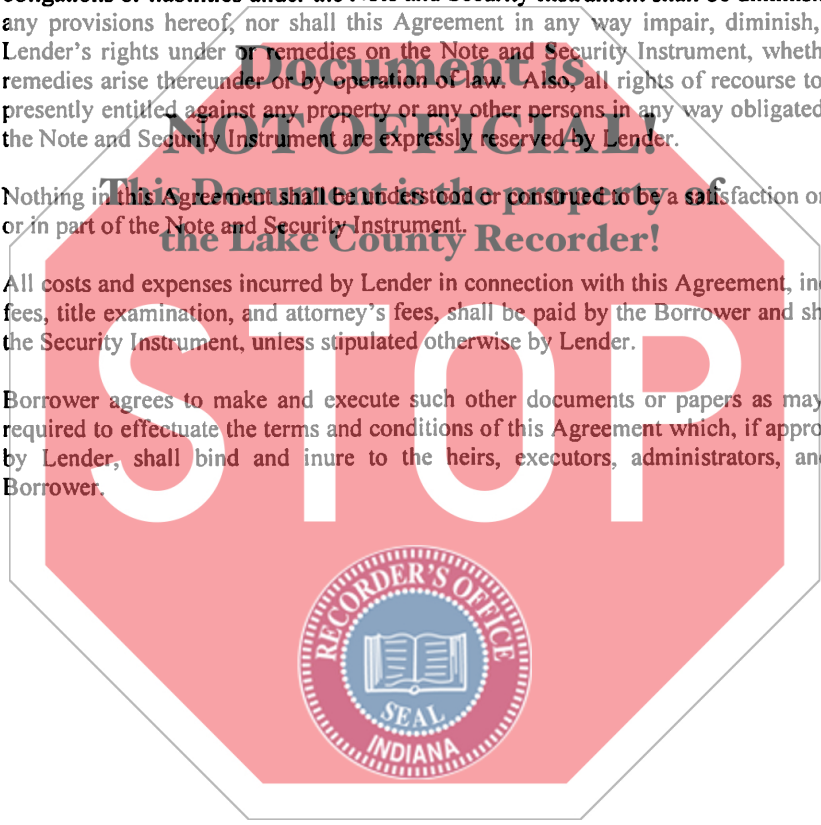
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of October 08, 2020, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$402,883.72 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 2.750% beginning November 1, 2020 until the next "change date" of November 1, 2027. The interest rate Borrower will pay may change thereafter in accordance with the terms of the Note.

Borrower promises to make monthly payments of principal and interest of U.S. \$1,724.08 beginning on the 1st day of November 2020. The amount of Borrower's monthly payments may change in accordance with the terms of the Note. Borrower will continue to make monthly payments on the same day of each succeeding month until principal and interest are paid in full, except that, if not sooner paid, the final payment of principal and interest shall be due and payable on September 1, 2048 which is the present Maturity Date.

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3. If on the Maturity Date, Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
4. Borrower understands and agrees that
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) 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.
 - (d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

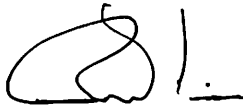


“EXHIBIT A”

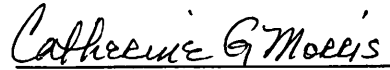
For APN/Parcel ID(s): 45-16-19-452-005.000-042

LOT 171 IN COPPER CREEK, UNIT 1, AN ADDITION TO THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 107, PAGE 32 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.





Ronald D Morris (Seal)



Catherine G Morris (Seal)



Denise Marie Wilusz, Notary Public
Porter County, State of Indiana
Commission No: NP0719576
My Commission Expires 04/04/2027

State of: Indiana

County SS: Porter

On October 16, 2020, before me, the undersigned, a Notary Public in and for the County, personally appeared **Ronald D Morris and Catherine G Morris** 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: 04/04/2027 Signature: 
Denise Marie Wilusz





Andrew McFalls, Assistant Vice President NMLS # 1569958
First Merchants Bank NMLS# 454552



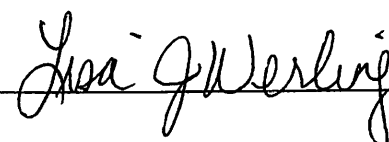
LISA J. WERLING
Resident of Delaware County, IN
My Commission Expires: April 1, 2022

State of: Indiana

County SS: Delaware

On October 19, 2020, before me, the undersigned, a Notary Public in and for the County, personally appeared **Andrew McFalls** 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: 04/01/2022

Signature: 

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. Andrew McFalls

Prepared by: Andrew McFalls, First Merchants Bank, 9301 S. Innovation Dr., Daleville IN 47334

CERTIFICATE OF PROOF

WITNESS to the signature(s) on the foregoing instrument to which this Proof is attached:

Tiffany Miller
Witness Signature

Tiffany Miller
Witness Name Printed

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!



Denise Marie Wilusz, Notary Public
Porter County, State of Indiana
Commission No: NP0719576
My Commission Expires 04/04/2027

STATE OF INDIANA
COUNTY OF Porter

Before me, a Notary Public in and for said County and State, on the 16th day of October, 2020, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows Ronald D. Morris + Catherine G. Morris to be the individual(s) described in and who executed the foregoing instrument; that said WITNESS was present and saw said him/her/them execute the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

My Commission Expires: 04/04/2027



Denise Marie Wilusz
Notary Public -
Denise Marie Wilusz

Residing in Porter County