

DeMotte State Bank
210 S. Halleck St.
P.O. Box 400
DeMotte, IN 46310

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
RECORDED AS PRESENTED

2023-026059

2:37 PM 2023 Sep 11

HOME EQUITY LINE MORTGAGE MODIFICATION AGREEMENT

Modification Agreement, made September 2, 2023, between DeMotte State Bank (the "Lender") of 210 S. Halleck St., P.O. Box 400, DeMotte, IN 46310 and James A. Casten Jr. and Lori Casten (the "Mortgagor") of 13025 Dodge St., Cedar Lake, Indiana 46303.

RECITALS:

- A. The Lender is a party to a certain Home Equity Line Agreement and Disclosure, executed by Mortgagor on September 2, 2016, with an original maximum credit limit of fifty thousand one-hundred and no cents (\$50,100.00) Dollars (the "Agreement"); and
- B. The Agreement is secured by a certain real estate Mortgage Securing Home Equity Line dated September 2, 2016, with an original maturity date of September 8, 2023, and recorded September 23, 2016 as Document Number 2016 064925 in the Office of the Recorder for Lake County, State of Indiana, (the "Mortgage"), in the following described property in County of Lake and State of Indiana, to wit:
- Lot Numbered 2 in Replat of Block 12 of Meyer Manor Terrace, a Samual C. Bartlett Subdivision as per plat thereof recorded in Plat Book 88, page 44 in the Office of the Recorder of Lake County, Indiana.
- Commonly known as: 13025 Dodge St., Cedar Lake, Indiana 46303
- C. The Mortgagor and Lender wish to modify the Mortgage without the necessity of rewriting the Agreement and Mortgage.

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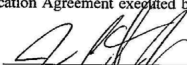
NOT AN OFFICIAL DOCUMENT

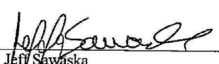
Now, therefore, in consideration of the mutual agreement herein contained and other good and valuable consideration, the Mortgagor and Lender agree as follows:

1. Final Maturity Date: Mortgagor can obtain advances of credit for seven years (the "new draw period") from the date thereof.
2. The parties agree that the Agreement and Mortgage, including modification of the maturity date is in full force and effect with respect to each and every term and provision thereof and nothing herein contained shall in any manner effect the lien of the Mortgage on the Mortgaged Premises. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary or effect any provision, term condition or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Agreement and the Mortgage, it being the intent of the parties that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.
- 3 Negative Amortization: Under some circumstances, my payments will not cover the finance charges that accrue and negative amortization could occur. In the event that the interest rate increases according to the terms of the Home Equity Agreement, the parties agree that the monthly payment by Borrower to Bank shall increase in such an amount as to prevent negative amortization.
- 4 If Mortgagor consists of two or more persons, the liability of such persons hereunder shall be joint and several.
- 5 This Modification Agreement shall be binding upon the heirs, successors and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the singular, and the use of any gender shall be applicable to both genders.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in the Home Equity Line Modification Agreement executed by Borrower and recorded with it.

DEMOTTE STATE BANK


James A. Casten Jr.

By: 
Jeff Sawaska

VP Cedar Lake Banking Center Manager


Lori Casten

NOT AN OFFICIAL DOCUMENT

STATE OF INDIANA)
COUNTY OF LAKE) SS

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared **James A. Casten Jr. and Lori Casten and Jeff Sawaska, VP/Cedar Lake Banking Center Manager** and acknowledged execution of the foregoing instrument.

Witness my hand and seal this 2nd day of **Septembe, 2023**.

My Commission Expires: 3-4-2026
My Commission No. 711086
County of Residence: Lake



Nicole Bernard Notary Public

"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." Laura O'Brien

This instrument prepared by: Laura O'Brien, Commercial Loan Processor / Admin. Asst.



County Recorder