CALUMET NATIONAL BANK 4C Commercial Loan Department

5231 Hohman Avenue Hammond, IN 46320

4005

91008419

MORTGAGE LOAN MODIFICATION AGREEMENT

Property address: 761 - 45th Avenue Munster, IN 46321

WHEREAS:

CALUMET NATIONAL BANK

LOANED

LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST #3921

THE SUM of Two Million Two Hundred Thousands and No/100 Dollars (\$2,200,000.00) as evidenced by a note and mortgage executed and delivered on October 23, 1989, which said mortgage was recorded on November 29, 1989 as document number 070785, and re-recorded on December 5, 1989 as document number 072378 and further re-recorded on December 11, 1989 as document number 072378 and further re-recorded on

WHEREAS it is hereby agreed that for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable considerations to the lender, the subject mortgage will be modified to be increased to Two Million Seven Hundred Thousand and No/100 Dollars (\$2,700,000.00). The terms of the modification will be as follows:

- Principal Amount to be increased from \$2,200,000.00 to \$2,700,000.00 effective January 10, 1991.
- 2. First Installment due under this modification to be due January 25, 1991, interest only on a monthly basis.
- 3. Interest rate to remain the same.
- 4. All other terms and conditions remain the same.

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

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

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15 or

CALUMET NATIONAL BANK

INDIANA DIVISION

Loan Modification Agreement Page Two

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 10th day of January 1991.

LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DATED JANUARY 11, 1989 AND KNOWN AS TRUST NO. 3921

SEE SIGNATURE PAGE ATTACHED Document is STATE OF INDIANA) SNOT OFFICIAL COUNTY OF LAKE This Document is the property of the Lake County Recorder! BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared and acknowledged the execution of above and foregoing instrument as the free and voluntary act and deed for the uses and purposes | therein set forth. under GIVEN hand and official seal day. of 1991. Notary Public My Commission Expires: County of Residence:

CALUMET NATIONAL BANK

Thomas E. Bajusz VP

ATTEST:

Bonald S. Kitchell, AVP

Loan Modification Agreement Page Two

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 10th day of January 1991.

LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DATED JANUARY 11, 1989 AND KNOWN AS TRUST NO. 3921

BY SEE SIGNATURE PAGE ATTACHED

Document is	
STATE OF INDIANA	
COUNTY OF LAKE OF LAKE	
This Document is the property of	
the Lake County Recorder!	
BEFORE ME, the undersigned, a notary public in and for said Cour	nty and
State personally appeared and acknowledged the execution of above and foregoing instru	
the free and voluntary act and deed for the uses and purposes	ment as therein
set forth.	
GIVEN under my hand and official seal this of 1991.	day
COUNTER SOL	
	Notary Public
My Commission Expires:	
County of Residence:	

CALUMET NATIONAL BANK

Thomas E. Bajuszi VP

Donald S. Kitchell, AVP

CALUMET NATIONAL BANK

Modification Agreement

This Mortgage is executed by the LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Lake County Trust Company, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said Lake County Trust Company personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Lake County Trust Company personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any Habilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY Inot personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this cultisteday of theory of 91

the Lake County Raxe county TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated Janaury 11, 1989 and known as Trust No. 3921

BY:

Karyn Zasada, Trust Officer

ATTEST:

BY: Charlotte L. Keilman, Assistant Secretary

STATE OF INDIANA

COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State personally appeared the within named Trust Officer and Assistant Secretary of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act acting for such corporation, as Trustee.

Witness my hand and seal this 21st day of February 19 91

COU. and a new

My 'Commission Expires: Resident: Lake County, Indiana
April 2, 1994

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Loan Modification Agreement Page Three STATE OF INDIANA)) SS: COUNTY OF LAKE BEFORE ME, the undersigned a notary public in and for said County and State personally appeared Thomas E. Bajusz, Vice President and Donald S. Kitchell, Assistant Vice President of Calumet National Bank, 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 said 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. NOT OFFICIA GIVEN, under my his no oand mofft is at he spato puntsy of other day of (1991. the Lake County Recorder! Bernadette M. Public . County of Residence: This instrument prepared by: Thomas E. Bajusz, Vice President

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