

452705 10 4000

RETURN: CALUMET NATIONAL BANK
5231 HOHMAN AVENUE
HAMMOND, INDIANA 46320
ATTN: STEVE DAHLKAMP

91026103

SEARCHED TITLE INSURANCE COMPANY
INDIANA DIVISION

STATE OF INDIANA/S.S.N.D.
LAKE COUNTY
FILED FOR RECORD

FIRST AMENDMENT TO MORTGAGE AND LOAN DOCUMENTS

THIS INDENTURE made this day WITNESSETH: That the CALUMET NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated September 23, 1981, and known as Trust No. P-2853, RICHARD J. STERK and BETTY STERK ("Mortgagor"), MORTGAGES AND WARRANTS to: the CALUMET NATIONAL BANK, a corporation duly organized and existing by virtue of the laws of the United States of America, and its successors and assigns, doing business hereunder at 5231 Hohman Avenue, Hammond, Indiana ("Mortgagee"), the following described real estate situate in the City of Hammond, Lake County of Lake, State of Indiana, to-wit:

Lot 5, Block 1, Downside and Godfrey's Addition, of the City of Hammond, as shown in Plat Book 1, page 40 in Lake County, Indiana.

together with all buildings, improvements, appurtenances, privileges, rights and fixtures therein, thereon or thereto belonging (hereinafter called the "Real Estate") and the rents and profits of the Real Estate, which said rents and profits are now and hereby assigned to Mortgagee as of the date of any default in the performance of Mortgagor's herein obligations, in accordance with that certain Agreement For Conditional Assignment Of Rentals, of even date herewith.

IN CONSIDERATION FOR AND TO SECURE THE PAYMENT OF THE PRINCIPAL SUM OF Three Hundred Eighty-six Thousand Six Hundred Ninety-three Dollars and Forty-seven Cents (\$386,593.47) evidenced by that certain First Amended And Restated Mortgage Note of even date herewith in said principal amount, payable with interest and in such manner as set forth therein, and all future advances and additional amounts, all of said principal and interest payments being payable in legal tender of the United States of America, at such pace in the United States of America as the legal holder thereof may from time to time direct, and all principal and interest payments being with attorneys' fees and without relief from valuation and appraisal laws of Indiana, and bearing interest after maturity on the 6th day of March, 1997, until paid at the highest rate for which it is now lawful to contract in Indiana;

AND LIKEWISE IN CONSIDERATION FOR AND TO SECURE THE PERFORMANCE by Mortgagor of all Mortgagor's covenants, agreements, promises, payments and conditions hereinbefore or hereinafter set out, those set out in that certain loan Commitment dated December 23, 1985, as well as those set out in that certain First Mortgage Refinance And Construction Loan Agreement, that certain Mortgage dated as of March 14, 1986, and recorded March 18, 1986, as Document No. 845588, that certain Agreement For Conditional Assignment Of Rentals dated as of March 14, 1986, and recorded on March 18, 1986, as Document No. 845589, Security Agreement, and the collateral assignment of one hundred percent (100%) of the beneficial interest in Calumet

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National Bank Trust No. P-2853, and the construction plans and specifications and all other documents and instruments relating to the loan from Mortgagee and to Mortgagor, whether or not executed by either party hereto, and any document or instrument referred to in the foregoing (which, together with said Commitment and this instrument are hereinafter collectively called the "Loan Documents"), and consistent with and in accordance with the terms and provisions of that certain Subordination Agreement dated as of March 14, 1986, and recorded on March 18, 1986, as Document No. 845587, Mortgagor covenants with Mortgagee and warrants and represents as follows:

1. **PURPOSE AND EFFECT OF AMENDMENT.** The purpose and effect of this instrument is to agree to, and give notice of, an extension of the maturity date of the loan to the 6th day of March, 1997 (the "Maturity Date"), pursuant to the provisions of that certain First Amended And Restated Mortgage Note of even date herewith.

2. **AMENDMENT OF OTHER INSTRUMENTS AND DOCUMENTS.** All of the above-referenced Loan Documents are agreed to be amended by this instrument to provide that the loan is to be paid pursuant to that certain First Amended And Restated Mortgage Note of even date herewith, on or before the Maturity Date. Nothing herein by the execution and delivery hereof or otherwise, nor the acceptance of the delivery hereof by the Calumet National Bank, shall be construed or interpreted as a release of Thomas J. Franko or Marge Franko from any liability for any claim now existing or hereafter arising in favor of the Calumet National Bank.

3. **INCORPORATION BY REFERENCE OF LOAN DOCUMENTS.** All of the Loan Documents as amended hereby, but not otherwise inconsistent herewith, are hereby incorporated herein as provisions hereof, the same as if fully set forth herein.

4. **TRUSTEE CAPACITY.** It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Calumet National Bank, Trustee on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal as of this 15th day of May, 1991.

CALUMET NATIONAL BANK, not personally, but as Trustee of Trust No. P-2853

By: *Amy E. Stork*
V.P. & T.O.

Richard J. Sterk
Richard J. Sterk

Betty Sterk
Betty Sterk

STATE OF INDIANA
COUNTY OF LAKE

Document is
NOT OFFICIAL!

I, *Shari L. Szulc*, a Notary Public in and for said County in the State aforesaid, do hereby certify that *the Calumet National Bank* personally known to me to be the same person whose name is subscribed to the foregoing instrument as such *V.P. & T.O. Officer* appeared before this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as a free and voluntary act of Calumet National Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this *16th* day of May, 1991.

Shari L. Szulc
Notary Public
Notary Seal: **REORDERED**, **SEAL**, **INDIANA**

My Commission Expires:

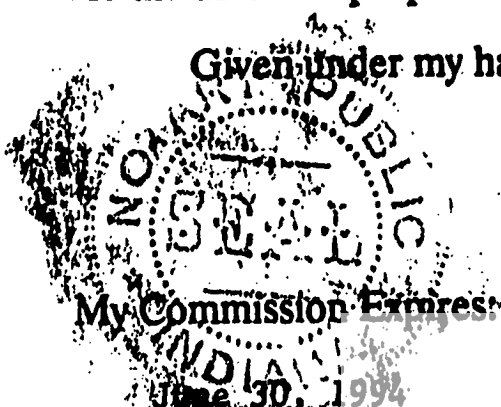
7/18/94
County of Residence
Lake
INDIANA

STATE OF INDIANA
COUNTY OF LAKE

} SS:

Before me, the undersigned, a notary public in and for said County and State, personally appeared RICHARD J. STERK and BETTY STERK, and acknowledged the execution of the above and foregoing instrument as their free and voluntary acts and deeds for the uses and purposes therein set forth.

Given under my hand and official seal this 16th day of May, 1991.



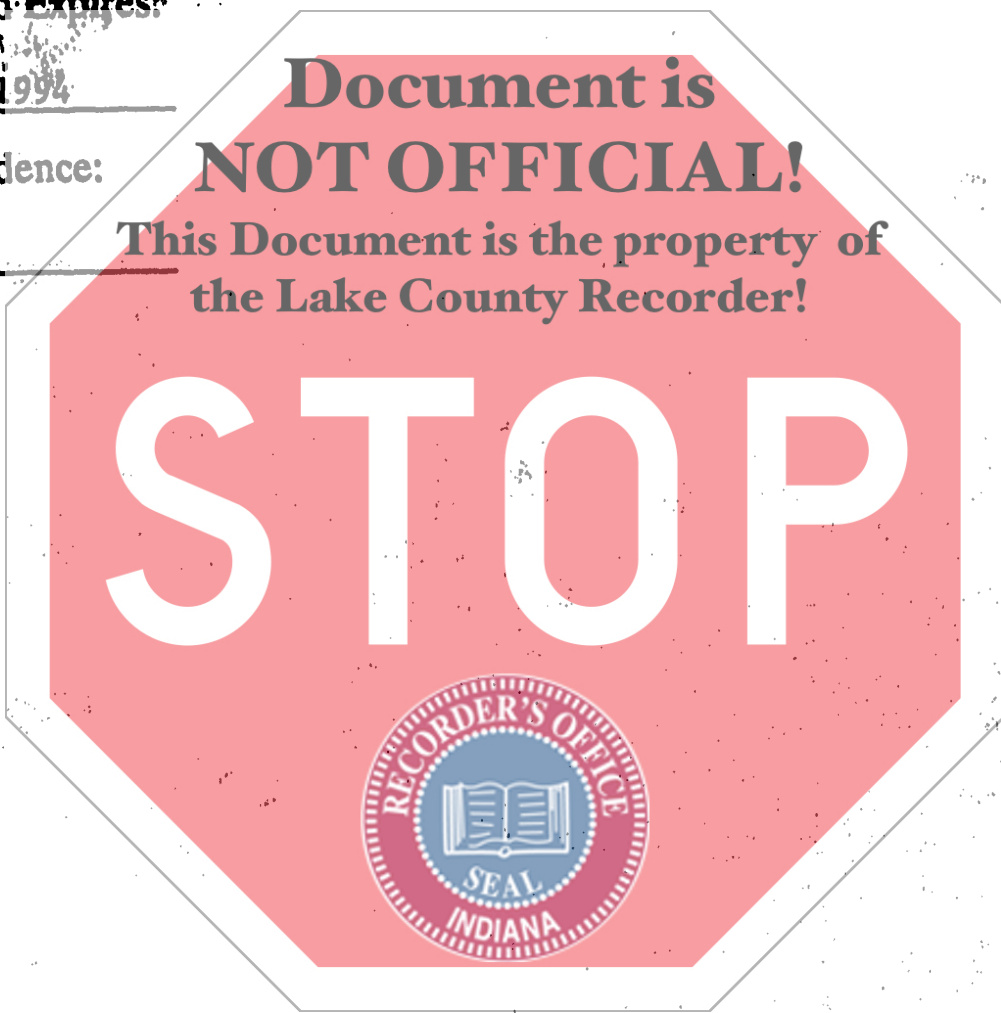
Marilyn J. Alliss
Marilyn J. Alliss Notary Public

My Commission Expires:

June 30, 1994

County of Residence:

Lake



This Instrument prepared by Glenn R. Patterson, Esq., Singleton, Levy and Crist, Suite 200,
9245 Calumet Avenue, Munster, Indiana 46321