

LTIC # 47380

MODIFICATION AND EXTENSION OF MORTGAGE

LENDER: First Citizens Bank N.A.
P.O. Box 800
Michigan City, IN 46360

92007840

GRANTOR & BORROWER: Arthur J. Tonner & Florence J. Tonner
Gerald W. Tonner & Mary E. Tonner
700 W. Broadway
Chesterton, IN 46304

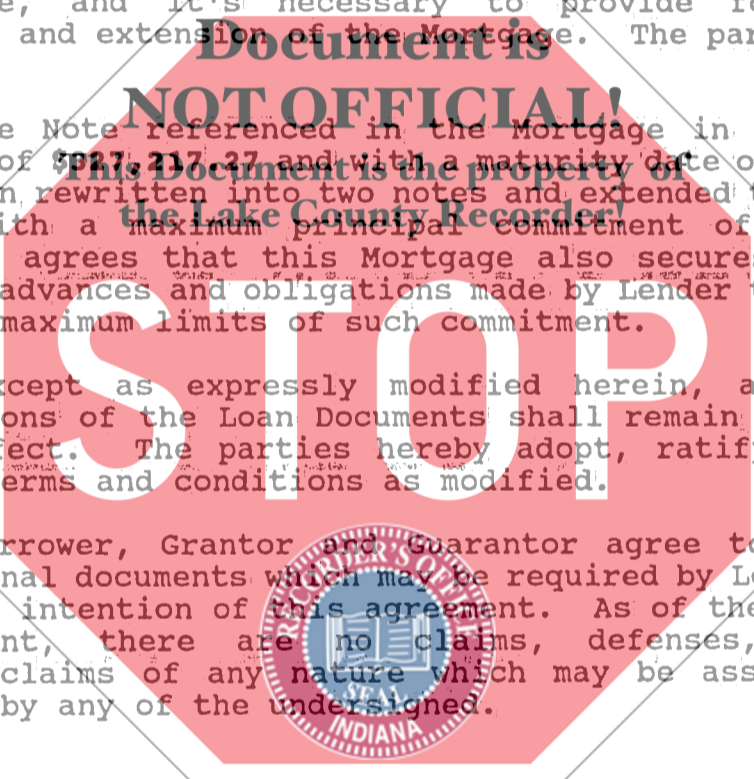
ADDRESS OF REAL PROPERTY: 628-630 Shelby Place, Hobart, IN 46342

This Modification and Extension of Mortgage, dated January 31, 1992 is executed by and between the parties indicated above.

A. On May 5, 1988, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of \$327,217.27, which Note was secured by a mortgage ("Mortgage") dated May 5, 1988 executed by Borrower or Grantor for the benefit of Lender and recorded on May 18, 1988 Instrument No. 977733 in the office of the Recorder of Lake County, State of Indiana. (The Note and Mortgage and any other related documents for the benefit of Lender are hereafter cumulatively referred to as the "Loan Documents").

B. The parties have agreed to modify and extend the maturity date of the Note, and it's necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:

1. The Note referenced in the Mortgage in the principal amount of \$327,217.27 and with a maturity date of June 5, 1989 has been rewritten into two notes and extended to January 15, 2007 with a maximum principal commitment of \$450,144.72. Grantor agrees that this Mortgage also secures any and all future advances and obligations made by Lender to Borrower up to the maximum limits of such commitment.
2. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.
3. Borrower, Grantor and Guarantor agree to execute any additional documents which may be required by Lender to carry out the intention of this agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.



BORROWER & GRANTOR:

Arthur J. Tonner
Arthur J. Tonner
Gerald W. Tonner
Gerald W. Tonner

Florence J. Tonner
Florence J. Tonner
Mary E. Tonner
Mary E. Tonner

LENDER: FIRST CITIZENS BANK, N.A.

BY: Melinda J. Kulasa
Melinda J. Kulasa, Commercial Loan Officer

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92007841

Account

ON... CENTER

FEB 7 9 20 AM '92

12.00 by

STATE OF FLORIDA)
COUNTY OF Sarasota) SS:

Before me, a Notary Public in and for said County and State, personally appeared Gerald W. Tonner & Mary E. Tonner and acknowledged the execution of the foregoing and on behalf of said corporation and individuals.

Witness my hand and Notarial Seal this 30 day of January 1992
Rieca M. Turkowsky

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA;
MY COMMISSION EXPIRES: NOV. 2, 1993;
BONDED THRU NOTARY PUBLIC UNDERWRITERS;

THIS INSTRUMENT PREPARED BY: ERIC GERHOLD
FIRST CITIZENS BANK NA
502 Franklin St.
Michigan City, Indiana 46360



STATE OF INDIANA)
COUNTY OF LaPorte) SS:

Before me, a Notary Public in and for said County and State, personally appeared Arthur J. Tonner & Florence J. Tonner and acknowledged the execution of the foregoing, and on behalf of said corporation and individuals.

Witness my hand and Notarial Seal this 3rd day of February, 1992.

Michelle R. Lafayette

My Commission Expires:

Michelle R. Lafayette, Notary Public My commission expires:
A resident of LaPorte County, IN April 8, 1995

THIS INSTRUMENT PREPARED BY: ERIC GERHOLD
FIRST CITIZENS BANK NA
502 Franklin St.
Michigan City, Indiana 46360

