

Citizen's Federal  
70 Ridge  
Merritt

EQUITY ACCESSLINE OF CREDIT LOAN MODIFICATION AGREEMENT

92085035

WHEREAS, Citizens Federal Savings and Loan Association of Hammond, Indiana (Lender) granted a Line of Credit to Patricia A. Kish, Thomas J. Burns, and Jean O. Burns, Husband and Wife, and Burns-Kish Funeral Homes, Inc. (Borrower) with a credit limit of One Hundred Thousand Dollars (\$100,000.00) as evidenced by an Adjustable Interest Rate Promissory Note and a Line of Credit Agreement (Note and Agreement), executed by Borrower on November 15, 1988;

WHEREAS, to secure the repayment of the Note and Agreement, Borrower executed and delivered to Lender a Line of Credit Mortgage (Mortgage) dated November 15, 1988, which Mortgage was recorded in the Office of the Recorder of Lake County, Indiana on November 21, 1988 as Document No. 008269, which Mortgage affects the following described real estate:

see attached Exhibit "A"

WHEREAS, Lender and Borrower modified said Line of Credit on May 29, 1990 as evidenced by a Line of Credit Modification Agreement (First Modification Agreement) for the purpose of changing the finance charge calculation from the monthly ending balance to the monthly average daily balance;

WHEREAS, the Note and Agreement, Mortgage and First Modification Agreement (Loan Documents) are hereby incorporated herein as part of this Equity AccessLine of Credit Modification Agreement (Agreement);

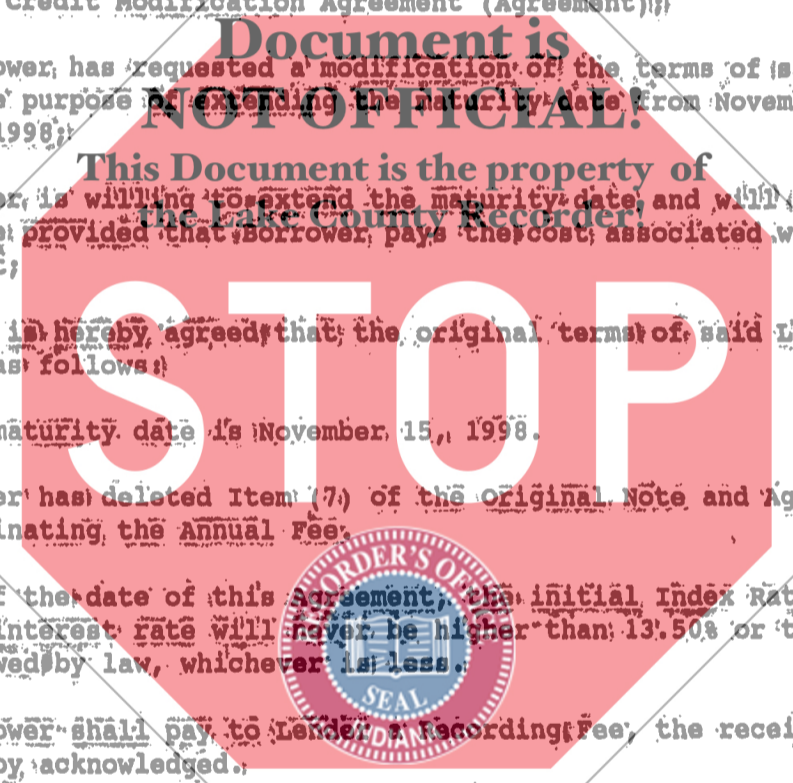
WHEREAS, Borrower has requested a modification of the terms of said line of credit for the purpose of extending the maturity date from November 15, 1993 to November 15, 1998;

WHEREAS, Lender is willing to extend the maturity date, and will also eliminate the Annual Fee, provided that Borrower pays the cost associated with recording this Agreement;

THEREFORE, it is hereby agreed that the original terms of said Line of credit are modified as follows:

1. The maturity date is November 15, 1998.
2. Lender has deleted Item (7) of the original Note and Agreement, eliminating the Annual Fee.
3. As of the date of this Agreement, the initial Index Rate is 5.50%. The interest rate will never be higher than 13.50% or the maximum rate allowed by law, whichever is less.
4. Borrower shall pay to Lender a Recording Fee, the receipt of which is hereby acknowledged.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents shall remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

1/6/2 3:00-9 3-62



DEC 15 10 29 AM '93  
SARAH J. CLEGG  
CLERK

TICOR TITLE INSURANCE  
Citizens Federal Insurance Co. of Indiana, S.S.No.  
LAKE COUNTY  
FILED FOR RECORD



11/00  
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IN WITNESS WHEREOF, Lender and Borrower have executed this Agreement on this 18th day of November, 1993.

CITIZENS FEDERAL SAVINGS  
and LOAN ASSOCIATION

BURNS-KISH FUNERAL HOMES, INC.

By: Sherry L. Akey  
Sherry L. Akey, Asst. Vice President

By: Thomas J. Burns  
Thomas J. Burns, President

Attest: Tina Margeas  
Tina Margeas, Asst. Secretary

By: Brian T. Burns  
Brian T. Burns, Secretary

Patricia A. Kish  
Patricia A. Kish, Individually

Thomas J. Burns  
Thomas J. Burns, Individually

Jean O. Burns  
Jean O. Burns, Individually

(STATE) OF INDIANA )  
                                  ) SS:  
(COUNTY) OF LAKE )

**Document is  
NOT OFFICIAL!**

**This Document is the property of  
the Lake County Recorder!**

Before me, a Notary Public in and for said County and State, on this 18th day of November, 1993, personally appeared SHERRY L. AKEY AND TINA MARGEAS personally known to me to be ASSISTANT VICE PRESIDENT AND ASSISTANT SECRETARY of CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION and each acknowledged execution of the foregoing instrument for and on behalf of said corporation and by authority of its Board of Directors.

IN WITNESS WHEREOF, I have affixed my hand and Notarial Seal.

Kristyne M. Ahlgrain  
Kristyne M. Ahlgrain, NOTARY PUBLIC

My Commission Expires: May 4, 1997  
County of Residence: Lake



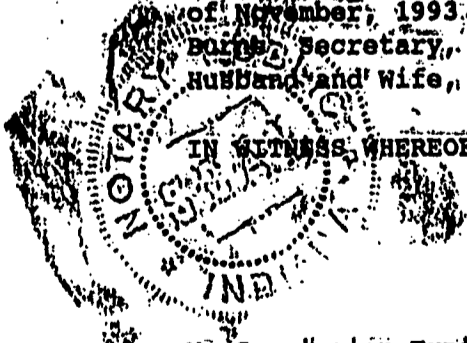
STATE OF INDIANA )  
                                  ) SS:  
(COUNTY) OF LAKE )

Before me, a Notary Public in and for said County and State, on this 18th day of November, 1993, personally appeared Thomas J. Burns, President, Brian T. Burns, Secretary, Patricia A. Kish, and Thomas J. Burns and Jean O. Burns, husband and wife, and each acknowledged execution of the foregoing instrument.

IN WITNESS WHEREOF, I have affixed my hand and Notarial seal.

Kristyne M. Ahlgrain  
Kristyne M. Ahlgrain, NOTARY PUBLIC

My Commission Expires: May 4, 1997  
County of Residence: Lake



THIS INSTRUMENT PREPARED BY: SHERRY L. AKEY, ASSISTANT VICE PRESIDENT  
CITIZENS FEDERAL SAVINGS AND LOAN ASSOCIATION  
707 RIDGE ROAD, MUNSTER, INDIANA 46321-1678

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL I:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 19, Township 36 North, Range 9 West of the Second Principal Meridian, in the Town of Munster, Lake County, Indiana, particularly described as beginning at a point that is 240 feet Easterly of the West line of said Section 19; in a line that is parallel to and 300 feet North of the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 19; thence Easterly on said 300-foot parallel line, 186.30 feet to a line parallel to the West line of said Northwest 1/4; thence Northerly on a line that is parallel to and 306.30 feet East of the East line of the East 40-foot Right-of-Way line of Calumet Avenue, 155.70 feet; thence Westerly on a line parallel to and 455.70 feet North of the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 19, 100 feet to a line that is parallel to and 200 feet East of the East line of the East 40-foot Right-of-Way line of Calumet Avenue; thence South on said East 40-foot Right-of-Way line, 155.70 feet to the place of beginning except the East 20 feet thereof.

PARCEL II:

Part of the Southwest 1/4 of the Northwest 1/4 of Section 19, Township 36 North, Range 9 West of the Second Principal Meridian, in the Town of Munster, Lake County, Indiana, particularly described as beginning at a point that is 40 feet Easterly of the West line of said Section 19; in a line that is parallel to and 300 feet North of the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 19; thence Easterly on said 300-foot parallel line, 200 feet to a line parallel to the West line of said Northwest 1/4; thence Northerly on a line that is parallel to and 200 feet East of the East line of the East 40-foot Right-of-Way line of Calumet Avenue, 155.70 feet; thence Westerly on a line parallel to and 455.70 feet North of the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 19, 200 feet to the East line of the East 40-foot Right-of-Way line of Calumet Ave.; thence South on said East 40-foot Right-of-Way line of Calumet Ave., 155.70 feet to the point of beginning.