

Steel City National Bank

17130 Lawrence Ave.

Lansing, Ill

60438-1070

Prepared by and Mail to:
The Steel City Bank of Chicago
3030 East 92nd Street
Chicago, Illinois 60617
or in Cook County, Box 342

1823009388

92085048

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 4th day of October, 1993, between THE STEEL CITY BANK OF CHICAGO, an Illinois banking corporation, (formerly known as The Steel City National Bank of Chicago, a national banking association) hereinafter called Bank, and MERCANTILE NATIONAL BANK OF INDIANA, not personally, but as Trustee under Trust Agreement dtd 7/30/90 a/k/a Trust No. 5305, OLTHOF PROPERTIES, INC. & FREDERICK A. OLTHOF, the Obligor(s) under the Note and the Owner(s) of the property securing the same, hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of Six Hundred Twenty Thousand and 00/100 (\$20,000.00)

DOLLARS, dated the June 10, 1991, secured either in whole or in part by Mortgage(s) recorded as Document(s) 91033055 covering property as described on EXHIBIT "A" which is attached hereto and made a part hereof.

AND WHEREAS, terms of said Note and Mortgage have previously been modified.

AND, WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage(s) as set forth herein.

NOW, THEREFORE, in consideration of ONE DOLLAR, the covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

(X) The maturity date of the Note and Mortgage(s) hereinbefore described is hereby extended from October 4, 1993 to January 4, 1994.

(X) As of the date hereof, the amount of the principal indebtedness is One Hundred Fifty One Thousand Seven Hundred Fifty Two and 00/100 (\$151,752.00) DOLLARS.

() The rate of interest charged under the Note is hereby crossed from percent (%) per annum to percent (%) per annum. The default rate of interest shall be crossed by a like amount.

() The rate of interest charged under the Note is hereby crossed from percent (%) per annum in excess of the Prime Rate of the Bank to percent (%) per annum in excess of the Prime Rate of the Bank, except that the rate of interest charged under the Note shall at no time be less than percent (%). The default rate of interest shall be crossed by a like amount.

() The installments of principal and interest shall be changed beginning 19, to a payment of \$ DOLLARS, and a like payment on the day of each and every thereafter, except that all sums due, if not sooner paid, shall be due and payable on 19.

Obligor warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, both in law and equity.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

BANK:

THE STEEL CITY BANK OF CHICAGO

BY [Signature]
Vice President

Consented to by Guarantors:

SECOND PARTY: MERCANTILE NATIONAL BANK OF INDIANA, not personally, but as Trustee under TA dtd 7/30/90 a/k/a Trust #5305

By SEE SIGNATURE PAGE ATTACHED

OLTHOF PROPERTIES, INC.

By [Signature]
Frederick A. Olthof, President

FREDERICK A. OLTHOF

TICOR TITLE INSURANCE
Down Point, Indiana

1302

FIRST PARTY

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named DEBORAH MIESZALA, JP personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 18th day of OCTOBER, 1993.



Margaret A. Mucharski
Notary Public

REC'D
CDB

SECOND PARTY

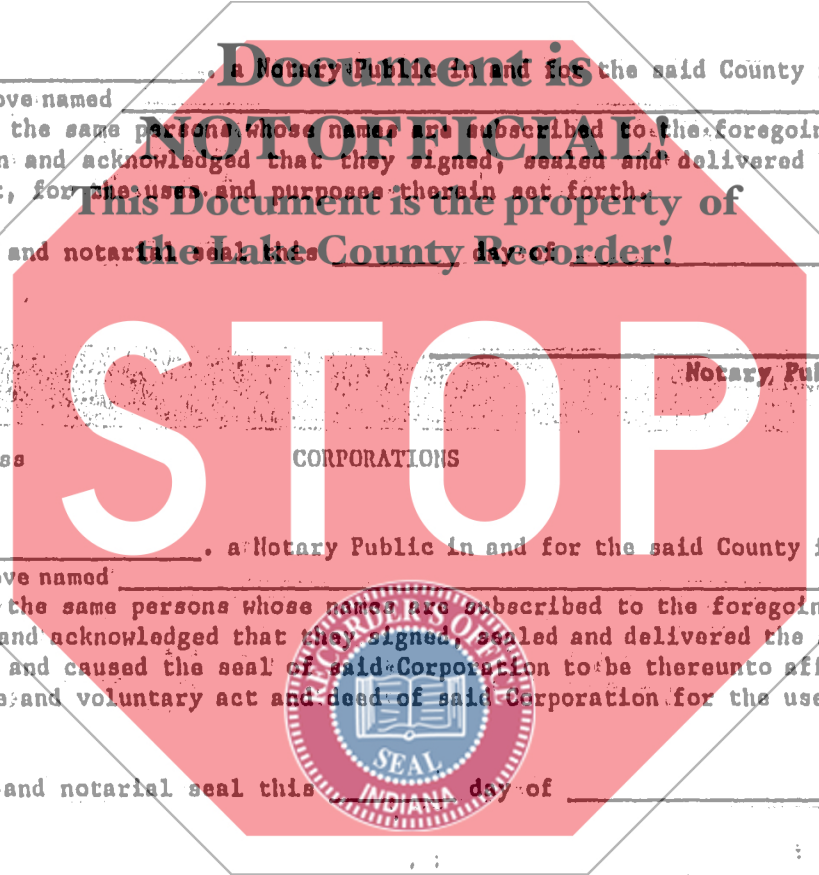
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

INDIVIDUALS

I, _____, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19____.

Notary Public



STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

CORPORATIONS

I, _____, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Corporation and caused the seal of said Corporation to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19____.

Notary Public

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

PARTNERSHIPS

I, _____, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such partners of said Partnership and caused the seal of said Partnership to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 19____.

Notary Public

EXHIBIT "A"

Lot 3 in Ventura Estates 2nd Addition to the Town of St. John, a Plat of Correction of Parts of Ventura Estates, Unit NO. 2, Ventura Estates Unit NO. 3 and Ventura Estates Unit NO. 4, as per plat thereof, recorded in Plat Book 71, page 16 in the Office of the Recorder of Lake County, Indiana, said part being described as follows:

Parcel 1

Part of Lot 3 in Ventura Estates, Unit No. 2, as per plat thereof, recorded in Plat Book 56 page 33, in the Office of the Recorder of Lake County, Indiana, said part being described as follows: Beginning at a point on the North line of said Lot 3 a distance of 105.48 feet Westerly of the Northeast corner thereof, said point being on the South right-of-way of Ventura Drive; thence North 88 degrees 56 minutes 27 seconds West 114.52 feet; thence South 01 degrees 03 minutes 34 seconds West 161.0 feet; thence Southwesterly along the arc of a tangent curve whose radius equals 174.05 feet and central angle equals 54 degrees 00 minutes 01 seconds a distance of 164.04 feet; thence South 34 degrees 54 minutes 19 seconds East 130.00 feet; thence North 55 degrees 03 minutes 34 seconds East 135.86 feet; thence North 01 degrees 03 minutes 34 seconds East 182.17 feet to the point of beginning. Said parcel containing 0.739 acres, more or less.

Parcel 2

Part of Lot 3 in Ventura Estates, Unit No. 2, as per plat thereof, recorded in Plat Book 56 page 33, in the Office of the Recorder of Lake County, Indiana, said part being described as follows: Beginning at the Northeast corner of said Lot 3 said corner being on the South right-of-way line of Ventura Drive; thence South 01 degrees 03 minutes 34 seconds West 162.17 feet along the East line of said Lot 3; thence North 88 degrees 56 minutes 27 seconds West 105.48 feet; thence North 01 degrees 03 minutes 34 seconds East 182.17 feet to the North line of said Lot 3; thence South 88 degrees 56 minutes 27 seconds East 105.48 feet to the place of beginning. Said parcel containing 0.441 acres, more or less.

Key No. 12-95-1

Common Address:

Ventura Estates Subdivision
St. John, Indiana

THIS INSTRUMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 30TH day of JULY 1990, creating Trust No. 5305; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the covenants, undertakings, representations and agreements herein made and intend, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a ASST. V.P. & TRUST OFFICER and its corporate seal to be hereunto affixed and attested by its ASSISTANT V.P. & TRUST OFFICER, the day and year first above written.

This Document is the property of the Lake County Recorder.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE
AFORSAID, AND NOT PERSONALLY,
BY: *David L. Forbes*

DAVID L. FORBES, ASSISTANT VICE PRESIDENT
AND TRUST OFFICER



ATTEST:
Alicia Tassaró
ALICIA TASSARO, ASSISTANT VICE
PRESIDENT AND TRUST OFFICER
STATE OF INDIANA)
COUNTY OF LAKE) SS:

I, THEODORA I. KING, A Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that DAVID L. FORBES and

ALICIA TASSARO, of the Mercantile National Bank of Indiana, a National Banking Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. V.P. & TRUST OFFICER and ASSISTANT V.P. & TRUST OFFICER respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said DAVID L. FORBES did also then and there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said instrument as his own free and voluntary act, and as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8TH day of NOVEMBER 1993.

Theodora I. King
THEODORA I. KING NOTARY PUBLIC

