

R-64160
4006

Chicago Title Mortgage Company

LOAN MODIFICATION AGREEMENT

94005279

Mortgage Loan #10606

WHEREAS

CALUMET NATIONAL BANK

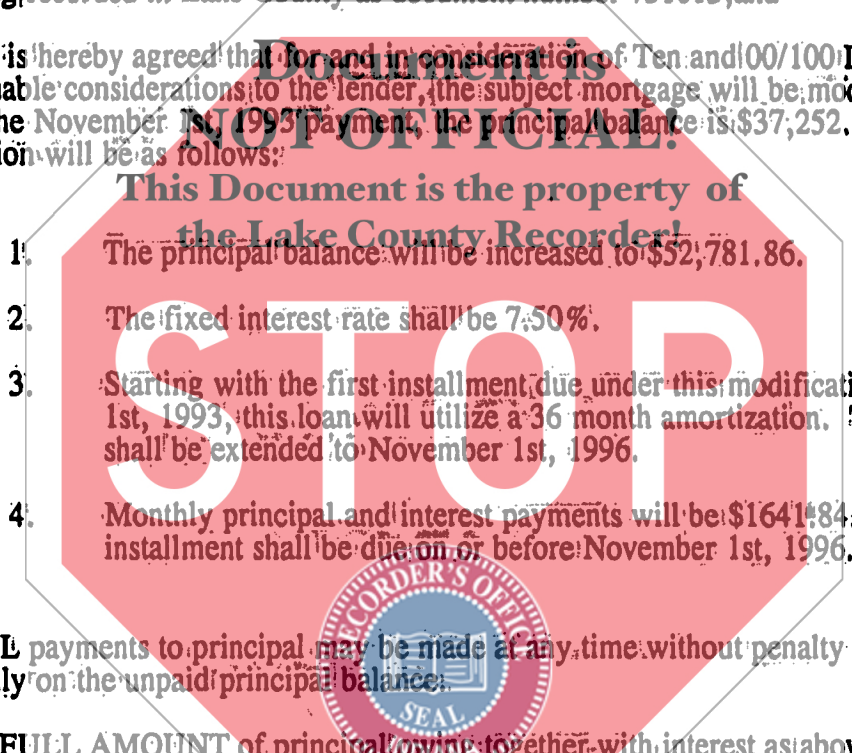
LOANED

Calumet National Bank Trust #P-3098

THE SUM OF of One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00) as evidenced by an note and mortgage executed and delivered on March 9th, 1984 which said mortgage being recorded in Lake County as document number 751015, and

WHEREAS it is hereby agreed that for and in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable considerations to the lender, the subject mortgage will be modified. After allowing for the November 1st, 1993 payment, the principal balance is \$37,252.86. The terms of this modification will be as follows:

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED
HERETO AND MADE A PART HEREOF



1. The principal balance will be increased to \$52,781.86.
2. The fixed interest rate shall be 7.50%.
3. Starting with the first installment due under this modification, December 1st, 1993, this loan will utilize a 36 month amortization. The maturity date shall be extended to November 1st, 1996.
4. Monthly principal and interest payments will be \$1641.84. The final installment shall be due on or before November 1st, 1996.

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

WHEN THE FULL AMOUNT of principal owing together with interest as above provided, shall have been paid in full, the mortgage lien shall be released. If said amount is not paid in full on or before November 1st, 1996, thence the mortgage may be foreclosed upon for any amount, remaining unpaid.

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

11.02
CF

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 10th day of November, 1993.

Sheilia Hayden, Trust Officer

Sheilia Hayden, Trust Officer

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED
HERE TO AND MADE A PART HEREOF

CALUMET NATIONAL BANK

Terrence J. Farrell

Terrence J. Farrell
Senior Vice President
Mortgage Loan Department

**Document is
NOT OFFICIAL!**

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

ATTEST

Michael A. Lugar

Michael A. Lugar
Assistant Vice President
Mortgage Loan Department

STOP

STATE OF INDIANA)

) SS:

COUNTY OF LAKE)



BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared **Terrence J. Farrell and Michael A. Lugar** and acknowledged the execution of above and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth:

GIVEN under my hand and official seal this 10th day of Nov, 1993.

My commission expires: 5-11-97

Kathy E. Cowsh

Notary Public

County of Residence: Lake Porter

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, 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 Calumet National Bank on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on Calumet National Bank, 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. Calumet National Bank, 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 liabilities, responsibilities or damages as a result of including any warranty in its instrument.