

National City Bank 474692 LD
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MODIFICATION TO AGREEMENT OF ASSIGNING RENTS

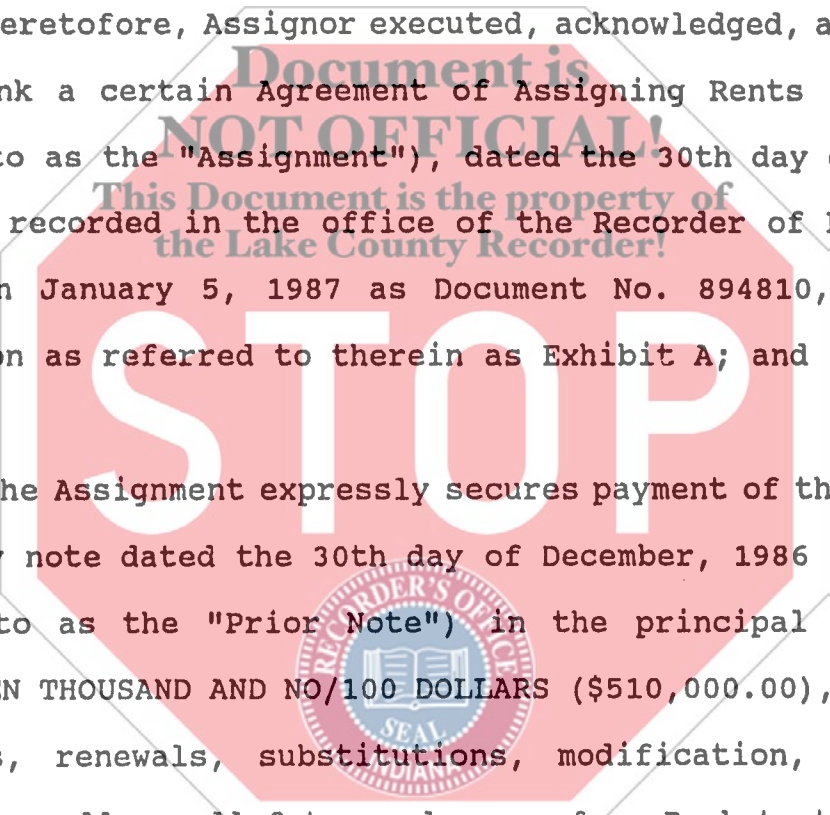
THIS AGREEMENT made and entered into this 18th day of April, 1994, and effective April 18, 1994, by and between National City Bank, Indiana, formerly known as First National Bank of East Chicago, Indiana, a national banking association, with local offices at 8001 Broadway, Merrillville, Indiana (hereinafter referred to as the "Bank"), and Jeffrey J. Oesterle, 8 Beverly Place, Munster, Indiana (hereinafter referred to as the "Assignor").

RECORDED
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Chicago Title Insurance Company
STATE OF INDIANA
RECORDS & DEEDS

W I T N E S S E T H

WHEREAS, heretofore, Assignor executed, acknowledged, and delivered to the Bank a certain Agreement of Assigning Rents (hereinafter referred to as the "Assignment"), dated the 30th day of December, 1986, and recorded in the office of the Recorder of Lake County, Indiana on January 5, 1987 as Document No. 894810, with legal description as referred to therein as Exhibit A; and



WHEREAS, the Assignment expressly secures payment of the Assignor's promissory note dated the 30th day of December, 1986 (hereinafter referred to as the "Prior Note") in the principal sum of FIVE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$510,000.00), and any all extensions, renewals, substitutions, modification, and changes thereof, as well as all future advances from Bank to the Assignor; and

14.00
ct

Please add document No. of 474692
Mortgage to asmt of Rents on
2nd page before recording.

- Inf: This is an assignment of
rents doc # 894810 being
modified to cover the mtg being
recorded 4-21-94 for \$750,000.00

WHEREAS, Assignor has applied to Bank for an extension and renewal of the unpaid balance of the Prior Note, together with an additional advance in the amount of THREE HUNDRED SIXTY TWO THOUSAND ONE HUNDRED NINETY THREE AND 54/100 Dollars (\$362,193.54); and

WHEREAS Assignor and Bank deem it advisable to amend, modify and supplement Assignment in the manner hereinafter set forth; and

NOW THEREFORE, for and in consideration of the extension and renewal of the indebtedness evidenced by the Prior Note, the additional advances made by Bank to Assignor, and the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Bank agree as follow:

1. The present unpaid principal balance secured by the Assignment is \$750,000.00.
2. Assignor has executed and delivered to Bank its renewal promissory note and mortgage dated the 18th day of April, 1994, in the original principal sum of \$750,000.00*, with interest thereon of 300 basis points over the three year treasury note index, as defined in said renewal note, payable in monthly installments, with all outstanding principal and interest due and payable on the 18th day of Mortgage recorded April 21, 1994, as Document No. 94030424

April, 2004.

3. The renewal promissory note represents and extension and renewal of the Prior Note originally secured by the Assignment, plus additional advances. The Prior Note described in the Assignment has been inscribed with "Canceled by Renewal."
4. The renewal promissory note is fully secured by the Assignment as completely as if originally described therein and all without interruption of priority.
5. Except as otherwise defined herein, all terms used in this Modification to Agreement of Assigning Rents which are defined in the Assignment shall have the same meanings given to such terms in the Assignment.
6. Except as amended by this Agreement, the Assignment shall continue in full force and effect and the Assignment and this Modification to Agreement of Assigning Rents shall be read, taken and construed as one and the same instrument.

IN WITNESS WHEREOF, this Modification to Agreement of Assigning Rents has been executed by the parties hereto, as of the day and year first above written.

BANK

ASSIGNOR

BY: Cfroehlich
Cheryl A. Froehlich
Assistant Vice President

 Jeffrey J Oesterle
Jeffrey J. Oesterle

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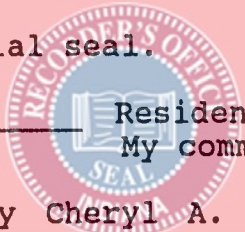
STATE OF INDIANA)
)
COUNTY OF LAKE)

SS:

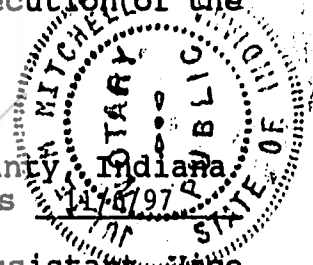
On this 18TH day of APRIL, 1994, before me, the undersigned, a Notary Public in and for said County, personally appeared Jeffrey J. Oesterle, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

 Julie M. Mitchell
Notary Public



Resident of LAKE County, Indiana
My commission expires 11/18/97



This document prepared by Cheryl A. Froehlich, Assistant Vice President, NCBI