

MODIFICATION AGREEMENT

THIS AGREEMENT made this 28th day of November, 1994, by and between PETAR AREZINA (hereinafter referred to as "Mortgagee") and JOSEPH P. McCARTHY and SHARON K. McCARTHY (hereinafter referred to as "Mortgagor").

Recitals

1. Mortgagee is the holder of a certain note conditioned for the payment of Ninety Two Thousand and 00/100 Dollars (\$92,000.00) made by Mortgagor on August 30, 1988, and due and payable September 1, 1993.

2. Said note is secured by a mortgage dated August 30, 1988, and recorded August 31, 1988, as Document No. 995226 as modified by agreement recorded August 31, 1993 as Document No. 93057206 in the Office of the Recorder of Lake County, Indiana, which mortgage is now a first lien on the premises located in Lake County, Indiana, and described as follows:

Part of the Northwest 1/4 of Section 33, Township 35 North, Range 9 West of the 2nd Principal Meridian, described as: Commencing at a point 1400.88 feet South and 33 feet East of the Northwest corner of said section thence East 312 feet, thence South 132.4 feet, thence West 312 feet, thence North 132.4 feet to the place of beginning, Town of St. John, Lake County, Indiana.

3. That the parties herein have agreed to extend the term of said mortgage and note for a period of forty-eight (48) months and to extend the date to January 1, 1999.

4. The extension of said note and mortgage shall be beneficial to both the Mortgagor and the Mortgagee.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is mutually agreed as follows:

1. That the Mortgagee shall extend the maturity date of said mortgage note and mortgage to January 1, 1999.

2. That Mortgagor shall continue to make their monthly payments as set forth in said mortgage note until January 1, 1999, at which time the principal balance plus interest remaining shall become due and payable in one lump sum.

3. All remaining terms and provisions of said mortgage note and mortgage shall remain in full force and effect unless specifically modified herein.

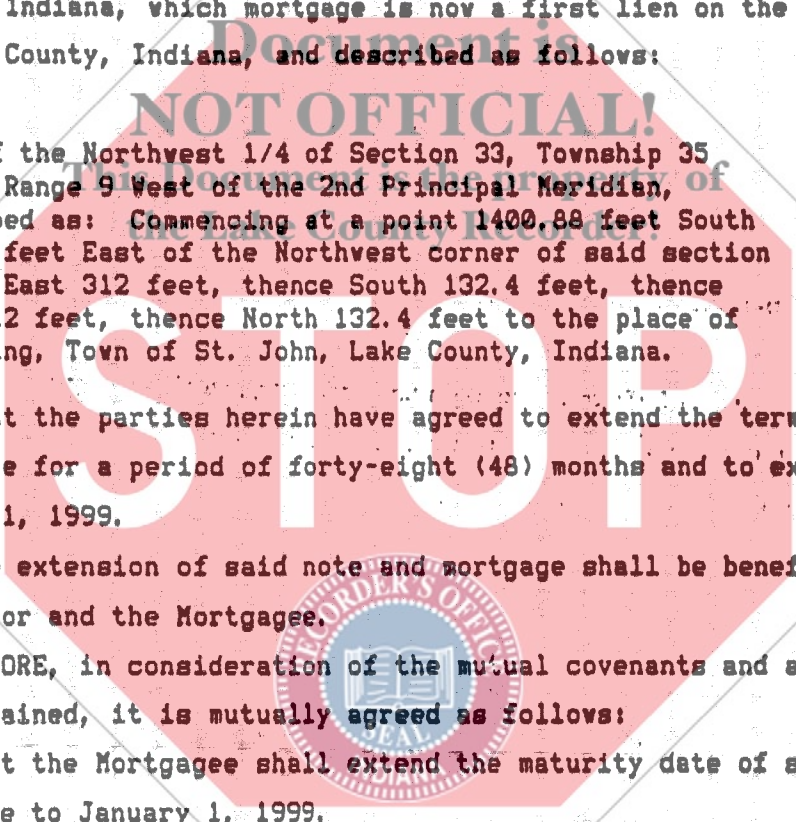
102 Main Street, Room 1001
Lafayette, Indiana 47905
765-221-2707 or 636-0100

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STATE OF INDIANA
LAKE COUNTY
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SAMUEL ORLICH
RECORDER



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4. It is mutually agreed that said mortgage shall continue as a first lien upon the premises and that neither the note evidencing the aforementioned indebtedness nor the mortgage securing the same shall in any way be prejudiced by this agreement, but said note and mortgage and all of the covenants and agreements thereto and the rights of the parties thereunder shall remain in full force and effect except as hereunder expressly modified.

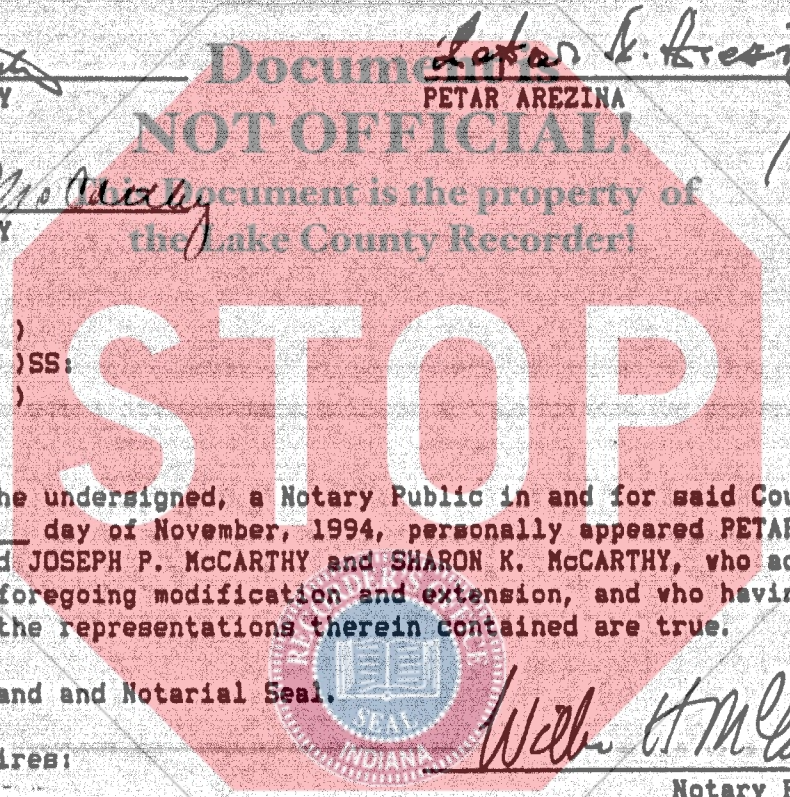
This agreement shall be binding on the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have signed, sealed and delivered this agreement on the date above written.

Joseph P. McCarthy
JOSEPH P. McCARTHY

Petar K. Arezina
PETAR AREZINA

Sharon K. McCarthy
SHARON K. McCARTHY



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of November, 1994, personally appeared PETAR AREZINA and also appeared JOSEPH P. McCARTHY and SHARON K. McCARTHY, who acknowledged execution of the foregoing modification and extension, and who having been duly sworn state that the representations therein contained are true.

WITNESS my hand and Notarial Seal.

My Commission expires:

William M. Cabe
Notary Public

WILLIAM MC CABE
NOTARY PUBLIC STATE OF INDIANA
County of Residence: LAKE COUNTY
MY COMMISSION EXP. MAY 20, 1997

This instrument prepared by: Richard A. Zunica, Attorney at Law
162 Washington Street, Lovell, IN 46356