

P.O. Box 69  
Hammond 46325  
↑

MORTGAGE AMENDMENT AGREEMENT

B

The undersigned, Emanuel Torbati (herein "Mortgagor"), for valuable consideration given by CALUMET NATIONAL BANK (herein "Mortgagee"), the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage dated the 16th day of August, 1989, recorded the 18th day of August, 1989 in the Office of the Recorder of Lake County, Indiana as Instrument No. 053071 (herein the "Mortgage"), is hereby amended as follows:

1.  Modifications, Renewals, Replacements and/or Extensions.

The Promissory Note referenced in section        on page one of the Mortgage in the original principal amount of \$ 693,096.99 and dated the 16th day of August, 1989 has been  modified  renewed  replaced  extended as follows:

This Document is the property of  
the Lake County Recorder!

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

2.  Additional Indebtedness Secured by the Mortgage.

The Mortgage shall secure the following additional obligations and/or indebtedness:

3.  Amendments to Existing Mortgage Provisions.

Section        of the Mortgage is amended to provide as follows:

4.  Amendment by the Addition of New Provisions.

The following provisions are hereby added to the Mortgage:

5.  Amendment by Deletion.

The following provisions are hereby deleted from the Mortgage:



95010123

95 FEB 27 AM 9:00

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

RECORDED

110

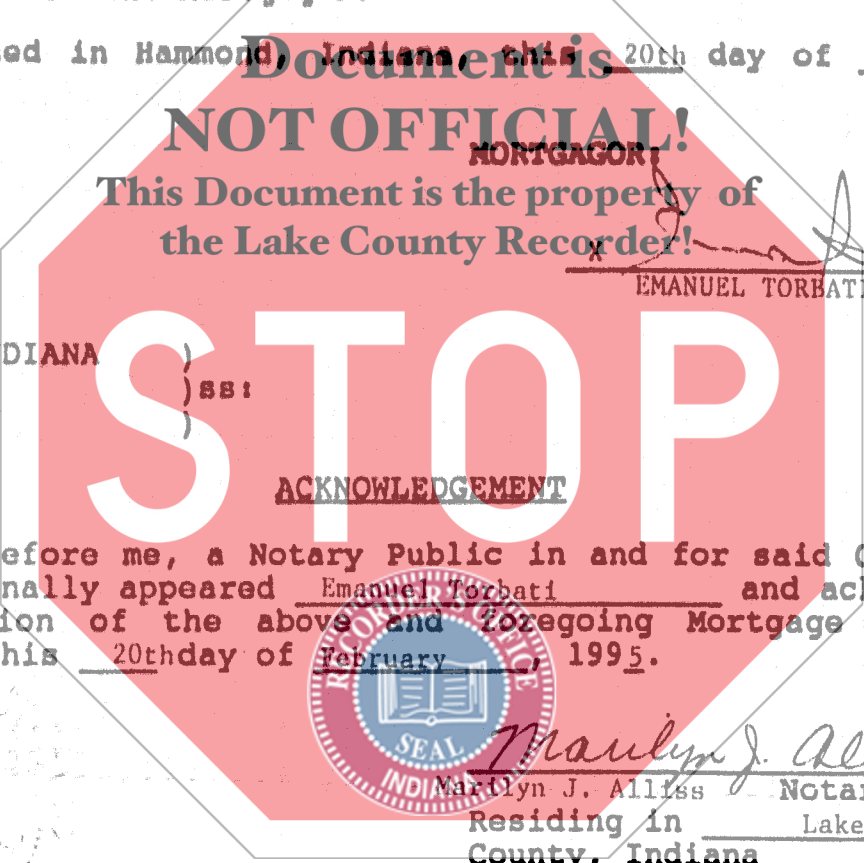
6. Miscellaneous. The Mortgagor further agrees as follows:

A. All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Amendment Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.

B. This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Indiana.

C. This Mortgage Amendment Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

Executed in Hammond, Indiana, this 20th day of February, 1995.



Document is NOT OFFICIAL!  
MORTGAGOR!  
This Document is the property of  
the Lake County Recorder!

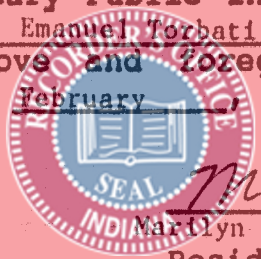
EMANUEL TORBATI

STATE OF INDIANA )  
LAKE COUNTY )

SS:

ACKNOWLEDGEMENT

Before me, a Notary Public in and for said County and State personally appeared Emanuel Torbati and acknowledged the execution of the above and foregoing Mortgage Amendment Agreement this 20th day of February, 1995.



Marilyn J. Alliss  
Marilyn J. Alliss Notary Public,  
Residing in Lake  
County, Indiana

My Commission Expires:  
June 30, 1998

This instrument was prepared by:  
R. Garry Bradley, Senior Vice President  
Calumet National Bank  
5920 Hohman Avenue  
Post Office Box 6288  
Hammond, Indiana 46325

EXHIBIT "A"

THE ABOVE REFERENCED NOTE HAS BEEN REPLACED BY A COMMERCIAL PROMISSORY NOTE AND SECURITY AGREEMENT DATED FEBRUARY 20, 1995 EXECUTED BY MORTGAGOR, EMANUEL TORBATI WHICH NOTE MATURES ON THE 20TH DAY OF AUGUST, 1999 AND IS IN THE ORIGINAL PRINCIPAL AMOUNT OF \$650,000.00. THE MORTGAGOR AGREES THAT THE MORTGAGE SHALL SECURE PAYMENT OF THIS NOTE AND ANY RENEWAL, MODIFICATION, REPLACEMENT AND/OR EXTENSION THEREOF AS WELL AS ALL INTEREST, ATTORNEY FEES, AND COSTS OF COLLECTION WITH RESPECT THERETO AND THE PERFORMANCE BY MORTGAGOR OF ALL MORTGAGOR'S COVENANTS, AGREEMENTS, PROMISES, PAYMENTS AND CONDITIONS CONTAINED IN THE MORTGAGE AGREEMENT.

THIS EXHIBIT "A" IS ATTACHED TO AND MADE A PART OF A CERTAIN MORTGAGE AMENDMENT AGREEMENT FROM EMANUEL TORBATI TO CALUMET NATIONAL BANK DATED FEBRUARY 20, 1995.

