

US BANK
→ P.O. Box 450
Lansing, Ill. 60438-9819

MODIFICATION EXTENSION AGREEMENT

Prepared by & Mail To:
M. Mucharski
U.S. BANK
17130 Torrence Avenue
Lansing, IL 60438

95069267

The above space is for the recorder's use only

THIS AGREEMENT made this 20th day of September, 19 95, between
U.S. BANK, an Illinois Banking Corporation, hereinafter called First Party, and CIRCLE OLDSMOBILE-GMC, INC.
KENNETH GRZYMEK, & WAYNE DRUKTENIS

the present owners of the subject property, hereinafter called Second Party, WITNESSETH:

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

THAT WHEREAS, First Party is the owner of that certain Mortgage Note in the amount of One Hundred Fifty
Thousand and 00/100 (\$150,000.00), secured by a Mortgage dated
September 29, 19 93, and recorded in the Recorders Office
of Lake County, Indiana, on Sept. 29, 19 93 as document No. 93064109

encumbering the real estate described as follows:

Lot 2, Deercreek Park, Unit 2, to the Town of Schererville, as shown in Plat Book
67, Page 34, in Lake County, Indiana.

Key No: 13-477-2

Common Address: Vacant Land (approximately 2.98 acres)
Deer Creek Park, Route 41, Schererville, IN

Lot 6, Deercreek Park, Unit 1, to the Town of Schererville, as shown in Plat Book
64, Page 35, in Lake County, Indiana.

Key No: 13-448-6

Common Address: 1300 U.S. 41
Schererville, IN

AND WHEREASE, the parties have previously modified the terms of said Mortgage
AND WHEREAS, the parties hereto wish to modify the terms of said Mortgage indebtedness which the Second Party
hereby agrees to pay;

NOW THEREFORE, IT IS AGREED:

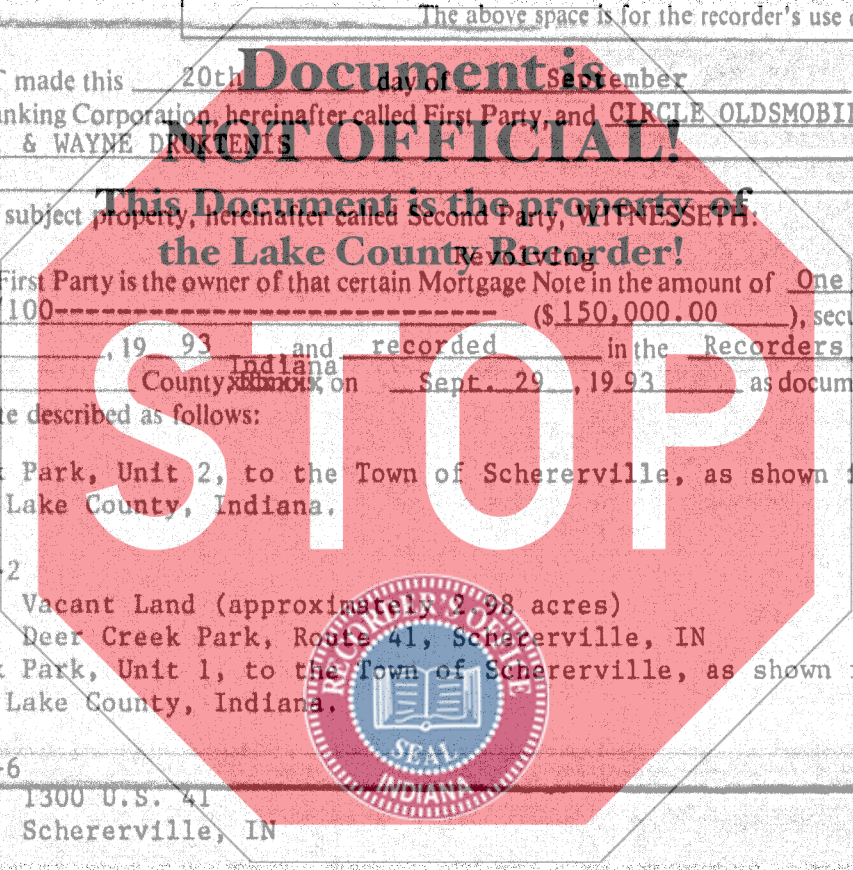
FIRST — That the amount of Principal indebtedness is now _____ DOLLARS

SECOND — That the interest rate on the above principal amount is de creased from Prime + Three per cent
(%) to *Prime + Two per cent (%) per annum, said de creased to commence
September 20, 1995, and the interest rate during default, and/or on expenditures and expenses included
in the foreclosure decree, shall be increased to _____ per cent (%) per annum at the option of the
Association, its successors or assigns. *Except that the rate of interest charged shall at no time be
less than 10.75%.

CL# 021937281

15/00

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDER
95 NOV 14 AM 8:30
RECORDED
93064109



THIRD — That for and in consideration of the Additional Advance by First Party/payment by Second Party of _____ DOLLARS, receipt of which is hereby acknowledged, the principal indebtedness is _____ creased to _____ DOLLARS.

FOURTH — For and in consideration of the aforementioned Additional Advance by First Party/payment by Second Party on the principal indebtedness, the monthly installments of principal and interest is _____ creased from _____ DOLLARS to _____ DOLLARS commencing _____, and a like payment on the _____ day of each and every month thereafter until said obligation is fully paid.

FIFTH — That the next monthly payment will become due on _____, 19_____, in the amount of _____ DOLLARS, for principal and interest, and a like payment on the _____ day of each and every month thereafter until said obligation is fully paid.

SIXTH — That the First Party, its successors or assigns may hereafter, at the discretion of its Board of Directors, increase the rate of interest to a rate not in excess of _____ per cent (_____%) per annum by giving written notice specifying the new rate of interest and the effective date of such increase to the Second Party and the Second Party's successor in title, if any, at his or their last known addresses, as recorded in the records of said First Party, its successors or assigns, not less than 90 days prior to the effective date of such increase. The Second Party, or his successor in title, may within said 90-day period pre-pay the mortgage indebtedness without penalty.

SEVENTH — We hereby extend the maturity date of the Note and Mortgage hereinbefore described from _____ 9/20/95 to _____ 9/20/96.

EIGHTH — In all other respects the Note and Mortgage hereinbefore described shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, First Party has caused this instrument to be executed in its proper corporate name by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, and Second Party has _____ hereunto set hand _____ and seal, _____, all on the day and year first aforesaid.

ATTEST:

Margaret A. Duckert
Loan Admin. Officer/Assistant Secretary
CIRCLE OLDSMOBILE GMC, INC.
By _____
Second Party



U.S. Bank
First Party

Vice President

KENNETH GRZYMEK Second Party (SEAL)

Attest _____ WAYNE DRUKTENIS _____

STATE OF ILLINOIS }
County of _____ }

I, _____ a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same persons whose name _____ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal this _____ day of _____ A.D., 19_____.

Notary Public

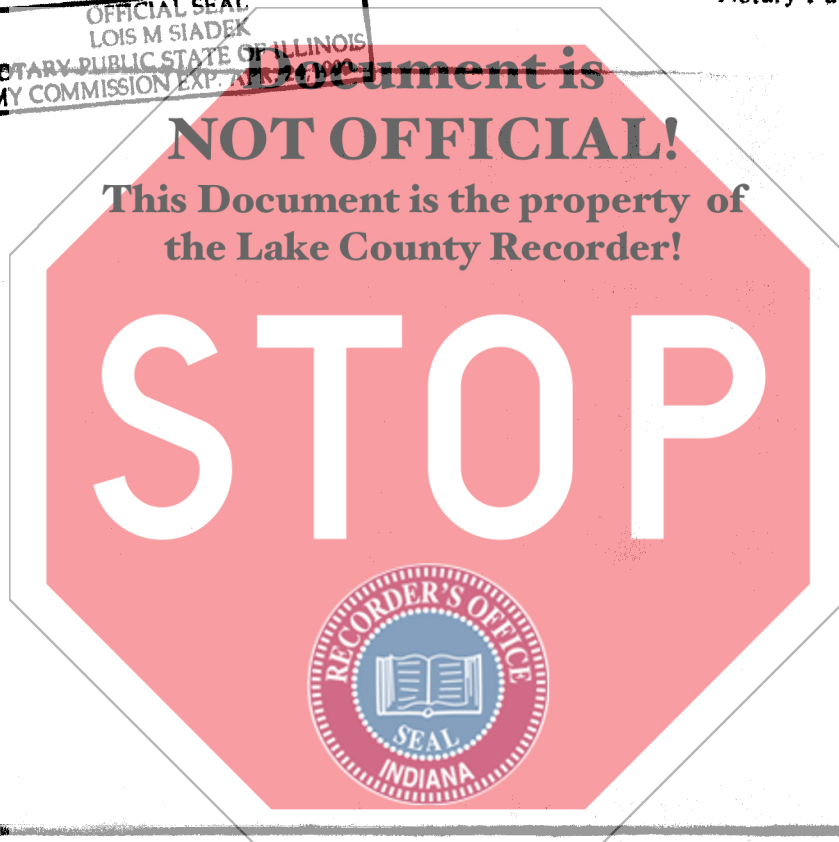
STATE OF ILLINOIS
County of COOK }

I, THE UNDERSIGNED a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that DEBORAH MIESKALA, Vice President, and MARGARET MUCHARSKI Assistant Secretary of U.S. Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said U.S. BANK, for the uses and purposes therein set forth, and caused the corporate seal of said Association to be thereto affixed.

GIVEN under my hand and notarial seal this 3rd day of OCTOBER A.D., 1995.

Lois M. Siadek
Notary Public

OFFICIAL SEAL
LOIS M SIADEK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. 11/20/96



LOAN NO.

MODIFICATION EXTENSION AGREEMENT



LANSING - CHICAGO - SOUTH HOLLAND
TINLEY PARK - ORLAND PARK