

**RECORDATION REQUESTED BY:**

HERITAGE COMMUNITY BANK  
13700 S. INDIANA  
RIVERDALE, IL 60627

**WHEN RECORDED MAIL TO:**

HERITAGE COMMUNITY BANK  
13700 S. INDIANA  
RIVERDALE, IL 60627

**SEND TAX NOTICES TO:**

HERITAGE COMMUNITY BANK  
13700 S. INDIANA  
RIVERDALE, IL 60627

96012376

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 19, 1996, BETWEEN CALUMET NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED 10/16/89 A/K/A TRUST NO. P-3646, as Trustee, (referred to below as "Grantor"), whose address is 5231 HOFFMAN AVENUE, HAMMON, IN 46320; and HERITAGE COMMUNITY BANK (referred to below as "Lender"), whose address is 13700 S. INDIANA RIVERDALE, IL 60627.

MORTGAGE. Grantor and Lender have entered into a mortgage dated June 4, 1990 (the "Mortgage") recorded in LAKE County, State of Indiana as follows:

RECORDED IN THE OFFICE OF THE LAKE COUNTY RECORDER ON JUNE 11, 1990 RECORDING # 106087

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in LAKE County, State of Indiana:

LOTS 1 TO 29, BOTH INCLUSIVE, AND OUTLOT "A" IN STONEBROOK PHASE TWO, PLANNED UNIT DEVELOPMENT TO THE TOWN OF SCHERERVILLE, THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as **CARLISLE ESTATES SUBDIVISION, SCHERERVILLE, IN 46320**. The Real Property tax identification number is 13-499-1,2,3,4,7-30 & 13-499-6.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

THE LINE AMOUNT HAS BEEN INCREASED TO \$900,000.00 AND SHALL CONTINUE TO BE PAID IN INSTALLMENTS AS FOLLOWS: MONTHLY INTEREST ON THE 1ST DAY OF EACH SUCCEEDING MONTH THEREAFTER WITH A FINAL PAYMENT OF PRINCIPAL AND INTEREST ON THE 19TH DAY OF JANUARY 1997.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS CALUMET NATIONAL BANK TRUST NO. P-3646 AND DATED OCTOBER 16, 1989.

**BORROWER:**

CALUMET NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED 10/16/89 A/K/A TRUST NO. P-3646

By: Shelia Hayden, TO  
TRUST OFFICER

By: Michael Gustafson  
MICHAEL GUSTAFSON, CO-MAKER

By: Marie Downs  
MARIE DOWNS, CO-MAKER

By: \_\_\_\_\_  
TRUST OFFICER

By: Allen Gustafson  
ALLEN GUSTAFSON, CO-MAKER

By: Bruce Downs  
BRUCE DOWNS, CO-MAKER

STATE OF INDIANA  
LAKE COUNTY  
OFFICE OF RECORDER  
96 JAN 27 AM 9:13  
MAGGIE HENDERSON  
RECORDER

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

1400 SW  
C10#  
2/22/96 7525

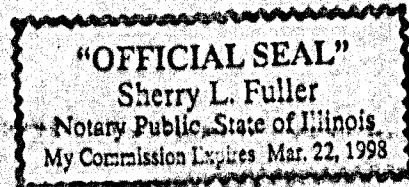
LENDER:  
HERITAGE COMMUNITY BANK

By: [Signature]  
Authorized Officer

This Modification of Mortgage was drafted by: SHERRY FULLER

CORPORATE ACKNOWLEDGMENT

STATE OF IL )  
COUNTY OF Kankakee ) SS



On this 2 day of February, 1996, before me, the undersigned Notary Public, personally appeared TRUST OFFICER; TRUST OFFICER; MICHAEL GUSTAFSON, CO-MAKER; ALLEN GUSTAFSON, CO-MAKER; MARIE DOWNS, CO-MAKER; and BRUCE DOWNS, CO-MAKER of CALUMET NATIONAL BANK, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED 10/16/89 A/K/A TRUST NO. P-3646, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature]  
THE UNDERSIGNED

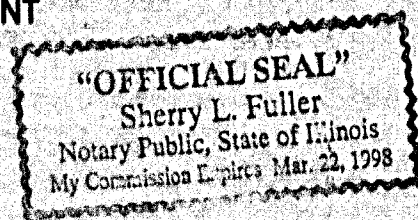
Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 3-22-98

LENDER ACKNOWLEDGMENT

STATE OF IL )  
COUNTY OF Kankakee ) SS



On this 19 day of JANUARY, 1996, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By [Signature]  
THE UNDERSIGNED

Residing at \_\_\_\_\_

Notary Public in and for the State of IL

My commission expires 3-22-98

This Modification of Mortgage was drafted by: SHERRY FULLER

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.