

STATE OF INDIANA
LAKE COUNTY 4853271 pag
FILED FOR RECORD

96 NOV -7 AM 10:15 4779

MANAGEMENT SERVICES
RECORDER

RECORDATION REQUESTED BY:
SOUTH HOLLAND TRUST & SAVINGS BANK
16178 SOUTH PARK AVENUE
SOUTH HOLLAND, IL 60473

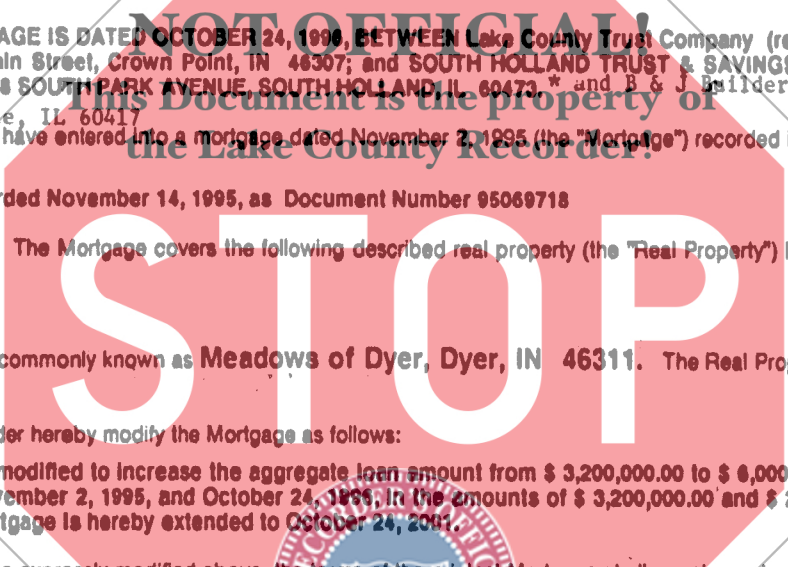
96074286

WHEN RECORDED MAIL TO:
SOUTH HOLLAND TRUST & SAVINGS BANK
16178 SOUTH PARK AVENUE
SOUTH HOLLAND, IL 60473

SEND TAX NOTICES TO:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Document is
MODIFICATION OF MORTGAGE



THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 24, 1995, BETWEEN Lake County Trust Company (referred to below as "Grantor"), whose address is 2200 North Main Street, Crown Point, IN 46307; and SOUTH HOLLAND TRUST & SAVINGS BANK (referred to below as "Lender"), whose address is 16178 SOUTH PARK AVENUE, SOUTH HOLLAND, IL 60473 * and B & J Builders, Inc., whose address is 2225 VanKalker Drive, Crete, IL 60417. MORTGAGE. Grantor and Lender have entered into a mortgage dated November 2, 1995 (the "Mortgage") recorded in Lake County, State of Indiana as follows:

The Mortgage was recorded November 14, 1995, as Document Number 95069718

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

See Attached Exhibit A

The Real Property or its address is commonly known as Meadows of Dyer, Dyer, IN 46311. The Real Property tax identification number is See Attached Exhibit A.

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

The Mortgage is being modified to increase the aggregate loan amount from \$ 3,200,000.00 to \$ 6,000,000.00 as evidenced by those certain Notes dated November 2, 1995, and October 24, 1995, in the amounts of \$ 3,200,000.00 and \$ 2,800,000.00 respectively. The maturity date of the Mortgage is hereby extended to October 24, 2001.

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 TRUST # 4853 AND DATED MARCH 21, 1995, AND NOT PERSONALLY, BUT AS TRUSTEE UNDER THE

TRUST AGREEMENT DESCRIBED AS TRUST # 4668 AND DATED MAY 19, 1995.
BORROWER:

x SEE SIGNATURE PAGE ATTACHED
Lake County Trust Company

GRANTOR: B & J BUILDERS, INC.
Bernard Bruinius, President
John E. VanKalker, Secretary/
Treasurer

LENDER:
SOUTH HOLLAND TRUST & SAVINGS BANK
By: James H. Veld Sr. V.P.
Authorized Officer
James H. Veld
SR. V.P.

ct
20

This Modification of Mortgage was drafted by: South Holland Trust and Savings Bank

INDIVIDUAL ACKNOWLEDGMENT

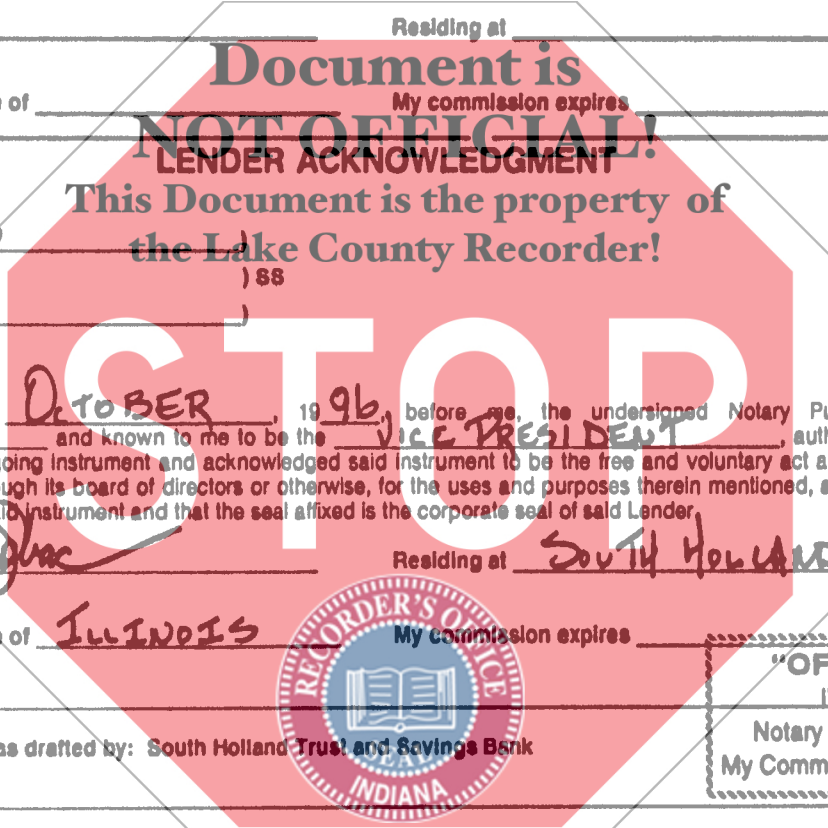
STATE OF _____)
) SS
COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared Lake County Trust Company, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 19____.

By _____ Residing at _____

Notary Public in and for the State of _____ My commission expires _____



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29TH day of OCTOBER, 1996, before me, the undersigned Notary Public, personally appeared JAMES H. VELD and known to me to be the VICE PRESIDENT, 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] Residing at SOUTH HOLLAND, IL

Notary Public in and for the State of ILLINOIS My commission expires _____



"OFFICIAL SEAL"
IVY J. DROBAC
Notary Public, State of Illinois
My Commission Expires 8/21/2000

This Modification of Mortgage was drafted by: South Holland Trust and Savings Bank

LEGAL DESCRIPTION

Parcel 1

PART OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 1; THENCE NORTH 00° 04' 20" WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 1, ALSO BEING THE CENTERLINE OF SHEFFIELD AVENUE (FORMERLY COLUMBIA AVENUE AND STATE ROUTE 141), A DISTANCE OF 2008.00 FEET TO THE NORTHEAST CORNER OF THE CORRECTED PLAT OF HERITAGE ESTATES, UNIT SIX, TO THE TOWN OF DYER, AS RECORDED IN PLAT BOOK 43, PAGE 146, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA; THENCE NORTH 89° 13' 13" WEST, ALONG THE EXTENDED NORTH LINE OF SAID HERITAGE ESTATES, UNIT SIX, A DISTANCE OF 645.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89° 13' 13" WEST, A DISTANCE OF 669.76 FEET TO A POINT ON THE WEST LINE, OF THE EAST HALF OF THE WEST HALF OF SAID SECTION 1; THENCE NORTH 00° 00' 00" EAST, ALONG THE AFORESAID WEST LINE, A DISTANCE OF 3258.53 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 1; THENCE NORTH 89° 48' 30" EAST, ALONG THE AFORESAID NORTH LINE, A DISTANCE OF 915.98 FEET, TO THE NORTHWEST CORNER OF MID-AMERICA REFORMED CAMPUS, AN ADDITION TO THE TOWN OF DYER, AS RECORDED IN PLAT BOOK 77, PAGE 54 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA; THENCE SOUTH 00° 00' 00" EAST ALONG THE WEST LINE OF SAID MID-AMERICA REFORMED CAMPUS AND PARALLEL TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SECTION 1, A DISTANCE OF 2241.06 FEET; THENCE NORTH 02° 14' 50" WEST, A DISTANCE OF 219.7 FEET; THENCE SOUTH 17° 21' 10" WEST, A DISTANCE OF 749.00 FEET; THENCE SOUTH 00° 00' 00" WEST, A DISTANCE OF 321.88 FEET TO THE POINT OF BEGINNING, CONTAINING 64.646 ACRES, MORE OR LESS, ALL IN THE TOWN OF DYER, LAKE COUNTY, INDIANA, except that part platted as Meadows of Dyer, Phase One A, an Addition to the Town of Dyer, in Plat Book 80, page 7.

Property Index Number: Keys Nos. 14-4-51, 52 and 54 (Tax Unit No. 12)
(Taxes and Key Nos. affect the land and other real estate)

Parcel 2

PART OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST HALF OF SAID SECTION 1; THENCE NORTH 00° 04' 20" WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 1, ALSO BEING THE CENTERLINE OF SHEFFIELD AVENUE (FORMERLY COLUMBIA AVENUE AND STATE ROUTE 141), A DISTANCE OF 2008.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE CORRECTED PLAT OF HERITAGE ESTATES, UNIT SIX, TO THE TOWN OF DYER, AS RECORDED IN PLAT BOOK 43, PAGE 146, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA; THENCE NORTH 89° 13' 13" WEST, ALONG THE EXTENDED NORTH LINE OF SAID HERITAGE ESTATES, UNIT SIX, A DISTANCE OF 645.19 FEET; THENCE NORTH 00° 00' 00" EAST, A DISTANCE OF 321.88 FEET THENCE NORTH 17° 21' 10" EAST A DISTANCE OF 749.00 FEET TO A POINT ON THE SOUTHERLY LINE OF MID-AMERICA REFORMED CAMPUS, AN ADDITION OF THE TOWN

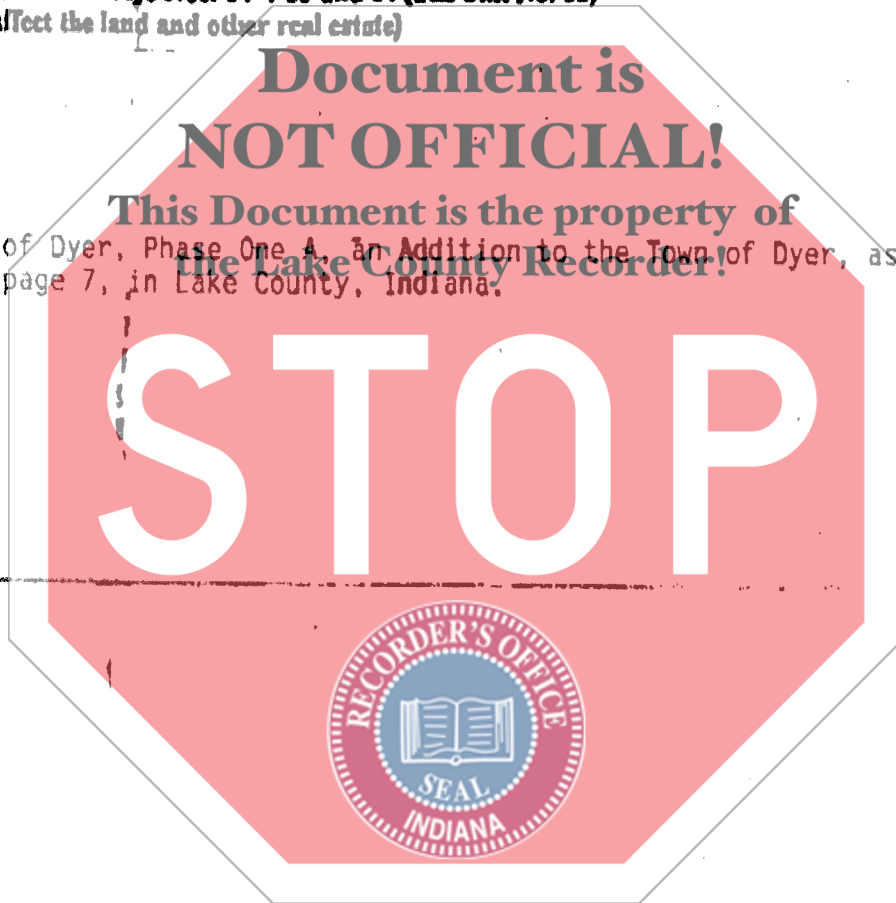
OF DYER, AS RECORDED IN PLAT BOOK 77, PAGE 34 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, THENCE SOUTH 72° 38' 36" EAST ALONG AFORESAID SOUTHERLY LINE OF MID-AMERICA REFORMED CAMPUS, A DISTANCE OF 490.7 FEET TO A POINT ON THE CENTERLINE OF SHEFFIELD AVENUE; THENCE SOUTH 17° 21' 10" WEST ALONG THE CENTERLINE OF SHEFFIELD AVENUE, A DISTANCE OF 159.48 FEET TO A POINT OF DEFLECTION OF SAID CENTERLINE; THENCE SOUTH 00° 04' 20" EAST ALONG AFORESAID CENTERLINE, ALSO BEING THE EAST LINE OF THE WEST HALF OF SAID SECTION 1, A DISTANCE OF 747.00 FEET TO THE POINT OF BEGINNING, CONTAINING 13.029 ACRES, MORE OR LESS, ALL IN THE TOWN OF DYER, LAKE COUNTY, INDIANA, Now Known As Lot 1, Meadow Lake Condominium, as shown in Plat Book 79, page 42.

Address for Identification: Meadows of Dyer, Dyer, IN

Property Index Numbers: Keys Nos. 14-4-53 and 54 (Tax Unit No. 12)
(Taxes and Key Nos. affect the land and other real estate)

Parcel 3:

Lot 132, Meadows of Dyer, Phase One A, an Addition to the Town of Dyer, as shown in Plat Book 80, page 7, in Lake County, Indiana.



as
such
and
ing
on
hat
nt,
sly
ity
the
ess
ent
aid
if

UST
se,
the
or
der
ing
the
any
his

id,
ant

tee
ted
68.

lly
the
nd

This Mortgage is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE COUNTY TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said LAKE COUNTY TRUST COMPANY personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said LAKE COUNTY TRUST COMPANY personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, 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. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation 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 this instrument.



IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 25th day of October, 1996.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated May 19, 1995 and known as Trust No. 4668.

BY Elaine M. Worstall
Elaine M. Worstall, Trust Officer

ATTEST:
BY Sandra L. Stiglitz
Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

Witness my hand and seal this 25th day of October, 1996.

Linda Scheidt
Linda Scheidt-Notary Public

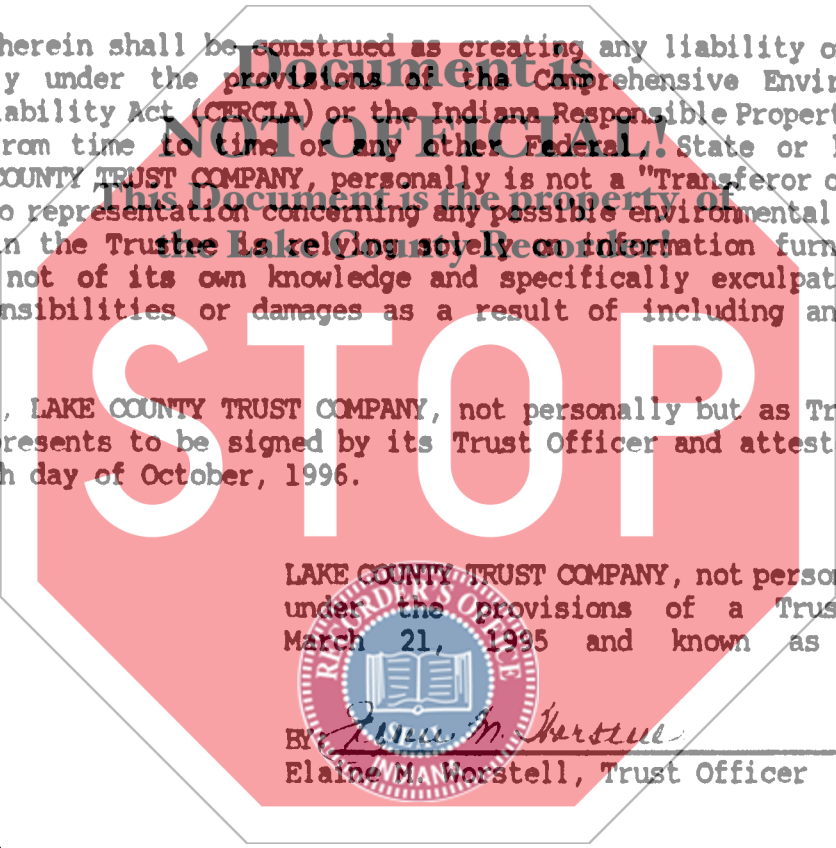
My Commission Expires: 5-22-2000

Resident: Lake County, IN.

This Mortgage is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE COUNTY TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said LAKE COUNTY TRUST COMPANY personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said LAKE COUNTY TRUST COMPANY personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, 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. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation 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 this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 25th day of October, 1996.



LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated March 21, 1995 and known as Trust No. 4653.

BY: Elaine M. Worstell
Elaine M. Worstell, Trust Officer

ATTEST:
BY: Sandra L. Stiglitz
Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of the Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such corporation, as Trustee.

Witness my hand and seal this 25th day of October, 1996.

Linda Scheidt
Linda Scheidt-Notary Public

My Commission Expires: 5-22-2000

Resident: Lake County, IN.