

BOOK 773 PAGE 404

STATE OF INDIANA  
LAKE COUNTY 97-08399  
FILED FOR RECORD

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MORRIS MCMASTER INDIANA  
RECORDER LAKE COUNTY  
FILED FOR RECORD

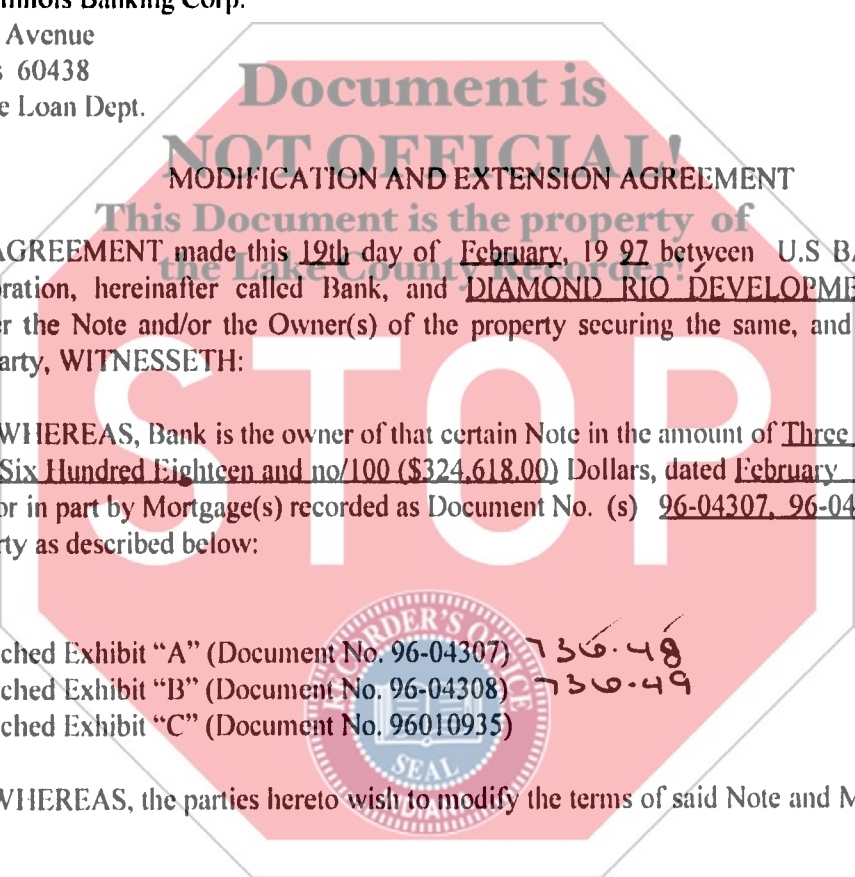
97 APR 16 PM 2 40

WILLIAM H. STERLING  
RECORDER

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Prepared by and Mail to:  
U.S. Bank, An Illinois Banking Corp.  
17130 Torrence Avenue  
Lansing, Illinois 60438  
Attn: Corporate Loan Dept.

PC 16881



**MODIFICATION AND EXTENSION AGREEMENT**

THIS AGREEMENT made this 19th day of February, 19 97 between U.S BANK, an Illinois Banking Corporation, hereinafter called Bank, and DIAMOND RIO DEVELOPMENT, INC. the Obligor(s) under the Note and/or the Owner(s) of the property securing the same, and hereinafter both called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of Three Hundred Twenty Four Thousand Six Hundred Eighteen and no/100 (\$324,618.00) Dollars, dated February 19, 1996 secured either in whole or in part by Mortgage(s) recorded as Document No. (s) 96-04307, 96-04308 & 96010935 covering property as described below:

- See attached Exhibit "A" (Document No. 96-04307) 736-48
- See attached Exhibit "B" (Document No. 96-04308) 736-49
- See attached Exhibit "C" (Document No. 96010935)

AND, WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage(s) as set forth herein.

NOW THEREFORE, in consideration of ONE DOLLAR, the covenants herein contained, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledges, the parties hereto agree as follows:

**HOLD FOR FIRST AMERICAN TITLE**

Handwritten initials/signature: 2200  
VA

(X) The maturity date of the Note and Mortgage(s) hereinbefore described is hereby extended from February 19, 1997 to August 16, 1997.

(X) As of the date hereof, the amount of the principal indebtedness is Three Hundred Twenty Four Thousand Six Hundred Eighteen and 00/100 DOLLARS.

( ) The rate of interest charged under the Note is hereby increased from \_\_\_\_\_ percent (   %) per annum to \_\_\_\_\_ percent (   %) per annum. The default rate of interest shall be increased by a like amount.

(X) The rate of interest charged under the Note is hereby increased from n/a percent (   %) per annum in excess of the Prime Rate of the Bank to n/a percent (   %) per annum in excess of the Prime Rate of the Bank, except that the rate of interest charged under the Note shall at no time be less than ten and one-fourth percent (10.25%) per annum. The default rate of interest shall be increased by a like amount.

( ) The installments of principal and interest shall be changed beginning \_\_\_\_\_ to a payment of This Document is the property of (\$   ) DOLLARS, and a like payment on the \_\_\_\_\_ day of each every \_\_\_\_\_ thereafter, except that all sums due, if not sooner paid, shall be due and payable on \_\_\_\_\_, 19 \_\_\_\_\_.

Obligor warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, both in law and equity.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

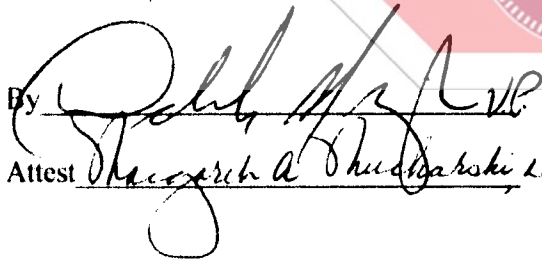
IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

BANK:  
U.S. BANK, AN ILLINOIS BANKING CORP.

SECOND PARTY:  
DIAMOND RIO DEVELOPMENT,  
INC.

By

Attest

  
Margaret A. Chudgaraki, LAO

By

Attest

  
Bill S. Dew

STATE OF ILLINOIS            )  
  ) ss            LENDER  
COUNTY OF COOK            )

I, THE UNDERSIGNED , a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named DEBORAH MIESZALA (VP) + MARGARET MURKINSKI (LOAN ADMIN. OFFICER) personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of MARCH, 1997.

**Document is NOT OFFICIAL**  
*[Signature]*  
Notary Public

STATE OF ILLINOIS            )  
  ) ss            INDIVIDUALS  
COUNTY OF COOK            )  
**This Document is the property of the Lake County Recorder!**  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES FEBRUARY 1998

I, THE UNDERSIGNED , a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named \_\_\_\_\_ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_.

**STOP**  
RECORDER'S OFFICE  
SEAL INDIANA  
CORPORATIONS  
Notary Public

STATE OF ILLINOIS            )  
  ) ss  
COUNTY OF COOK            )

I, THE UNDERSIGNED , a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named \_\_\_\_\_ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Corporation and caused the seal of said Corporation to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

A tract of land being part of Parcel "D" in the First Addition to Silhavy Commercial Park, as per plat thereof, recorded in Plat File 18-E-5A, in the Office of the Recorder of Porter County, Indiana, said tract described as follows: BEGINNING at the Southwest corner of said Parcel "D"; thence South 90 degrees 00 minutes 00 seconds East along the South line of said Parcel "D", 151.25 feet; thence North 00 degrees 07 minutes 03 seconds West parallel with the West line of said Parcel "D", 432.00 feet to the North line of said Parcel "D"; thence North 90 degrees 00 minutes 00 seconds West along said North line, 151.25 feet to the Northwest corner of said Parcel "D"; thence South 00 degrees 07 minutes 03 seconds East along the West line of said Parcel "D", 432.00 feet to the point of beginning.

Duplicate Number: 01-119890

Common Address: Arbordale Townhome Development  
Valparaiso, Indiana

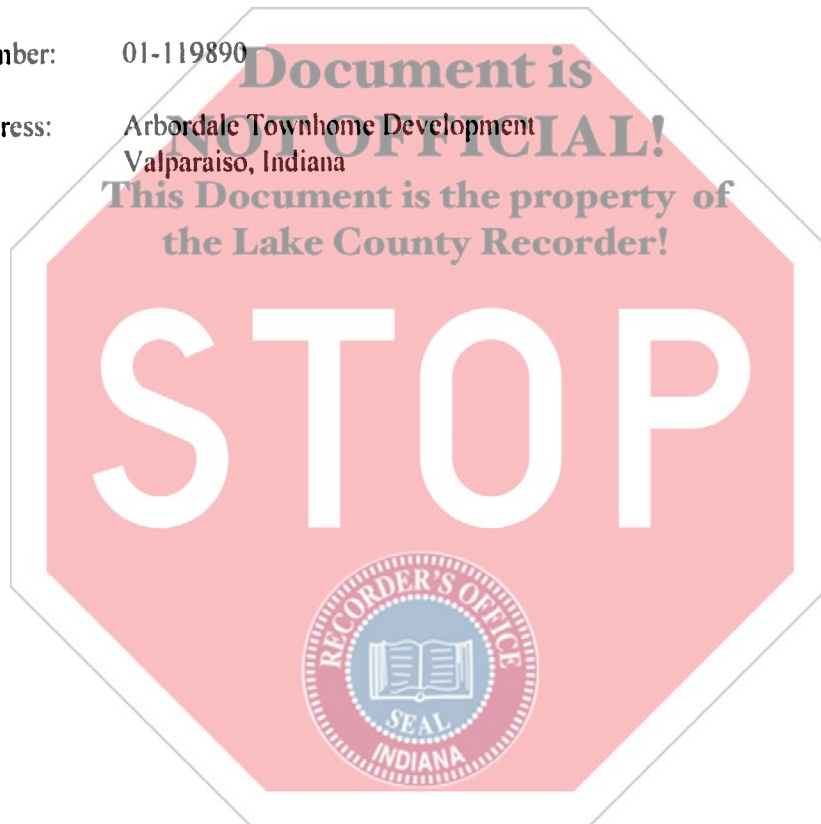


EXHIBIT "B"

Lots 27 and 28 in Lincoln Hills No. 3, as per plat thereof, recorded in Plat Book 3, page 72, in the Office of the Recorder of Porter County, Indiana.

Duplicate Number: 02-61077 (Affects Lot 27)  
02-61076 (Affects Lot 28)

Common Address: 220-222 Weblos Trail  
Valparaiso, Indiana



EXHIBIT "C"

Lot 3 in Lincoln Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 33, page 14, in the Office of the Recorder of Lake County, Indiana.

Key No. 27-301-3

Common Address: 2433 Clough Street  
Highland, Indiana

