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BOOK 773 PAGE 405
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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD 97-08100

97 APR 22 AM 10:40

MORRIS W. CENTER
RECORDS DEPARTMENT
LAKE COUNTY
FILED FOR RECORD

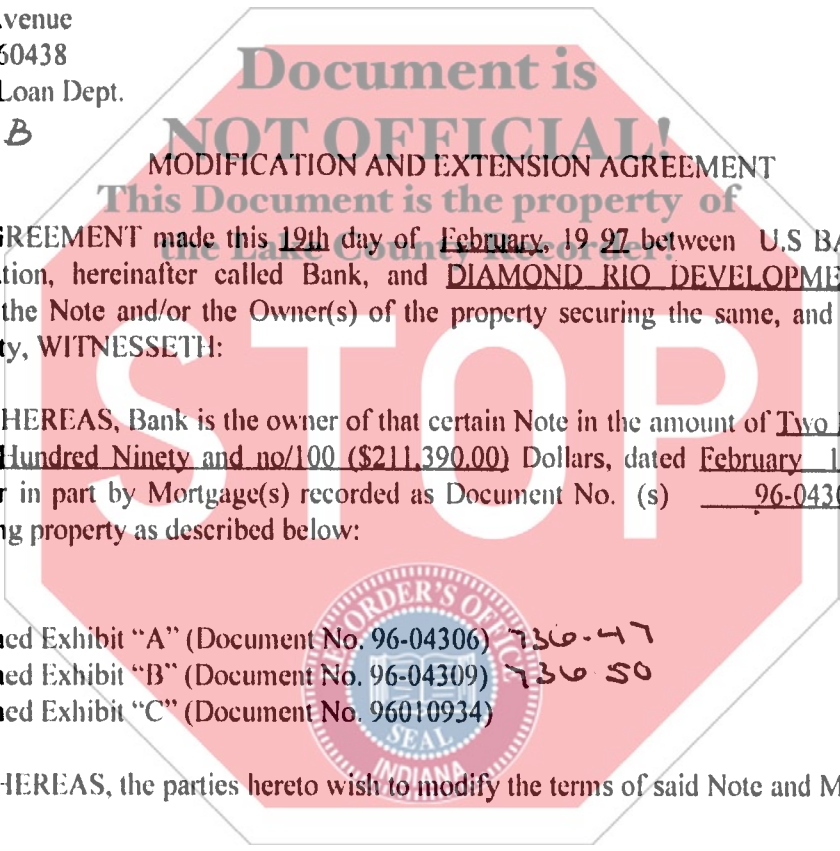
97 APR 16 PM 2 40

LESLIE M. 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 16861-B



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 Two Hundred Eleven Thousand Three Hundred Ninety and no/100 (\$211,390.00) Dollars, dated February 19, 1996 secured either in whole or in part by Mortgage(s) recorded as Document No. (s) 96-04306, 96-04309, & 96010934 covering property as described below:

- See attached Exhibit "A" (Document No. 96-04306) 736-47
- See attached Exhibit "B" (Document No. 96-04309) 736 50
- See attached Exhibit "C" (Document No. 96010934)

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

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- (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 Two Hundred Eleven Thousand Three Hundred Ninety 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.
- () 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 _____ percent (___%) 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 _____ (\$ _____) 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.

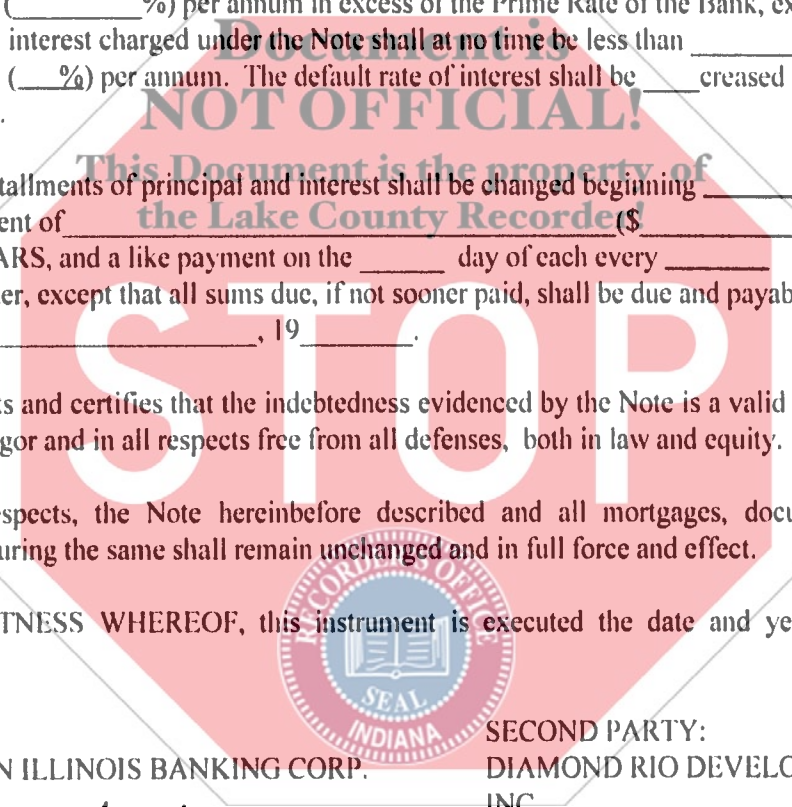
IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

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

SECOND PARTY:
DIAMOND RIO DEVELOPMENT,
INC.

By [Signature]
Attest Michael A. Kucharski LAO

By [Signature]
Attest [Signature]



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 NIESZALA (V.P.) & MARGARET MUCHARSKI (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.

STATE OF ILLINOIS)
) ss INDIVIDUALS
COUNTY OF COOK)

King Pich

Notary Public

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

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

STATE OF ILLINOIS)
) ss CORPORATIONS
COUNTY OF COOK)

Notary Public

RECORDER'S OFFICE
INDIANA

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

