

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97025574

97 APR 24 AM 9:55

MORRIS WALKMETER  
RECORDER

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<p><b>Mortgagor's Name And Address</b></p> <p>BANK CALUMET, N.A. F/K/A CALUMET NATIONAL BANK AS TRUSTEE          UNDER THE TERMS AND CONDITIONS OF THAT CERTAIN TRUST          AGREEMENT DATED AUGUST 13, 1986 AND KNOWN AS TRUST #P-3338          AND NOT PERSONALLY.</p> <hr/> <p>("Mortgagor" whether one or more)</p>	<p><b>BANK CALUMET          NATIONAL          ASSOCIATION</b>          f/k/a Calumet National Bank          5231 Hohman Avenue          Hammond, Indiana 46320</p> <p>("Mortgagee")</p>	<p><b>Return to:</b></p> <p><b>BANK CALUMET</b>          5231 Hohman Avenue          Hammond, Indiana 46320</p> <p>↗</p>
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**MORTGAGE MODIFICATION AGREEMENT**

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED HERETO AND MADE A PART HEREOF

Mortgagor, for valuable consideration given by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage dated the 6th day of September, 19 95, recorded the 13th day of September, 19 95, in the Office of the Recorder of Lake County, Indiana, as Document No. 95053816 (herein the "Mortgage"), is hereby amended as follows:

1.  **Note Modification, Renewal, Replacement or Extension.** The promissory note referenced in paragraph 1 of the Mortgage in the original principal amount of \$ \_\_\_\_\_ and dated the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, (herein the "Note") has been modified as follows:
  - 1.01. **Replacement.**  The Note has been replaced by Mortgagor's promissory note dated \_\_\_\_\_ in the original principal amount of \$ \_\_\_\_\_ (the "Replacement Note"). Mortgagor agrees that the Mortgage shall secure the payment of the Replacement Note, and any renewal, extension, modification, refinancing or replacement thereof, and all interest, attorney fees, and costs of collection with respect thereto. The Replacement Note is given in substitution for and not in discharge of the indebtedness evidenced by the Note.
  - 1.02. **Extension.**  The maturity date of the Note has been extended to the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as extended.
  - 1.03. **Renewal.**  The line of credit commitment evidenced by the Note has been renewed for a \_\_\_\_\_  day  month  Year period. The Note shall remain in full force and shall mature on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, on which date the entire unpaid balance of principal and accrued but unpaid interest

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shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as renewed.

1.04. **Modification.**  The Note has been modified as follows:

Mortgagor agrees that the Mortgage shall secure the payment of the Note as modified.

2.  **Additional Indebtedness Secured by Mortgage.** In addition to the obligations referred to in the Mortgage it shall also secure payment of that certain promissory note executed by Bank Calumet, N.A. as Trustee under Trust #P-3336 dated the 17<sup>th</sup> day of March, 1997 in the original principal amount of \$ 467,100.00, which note matures on the 17<sup>th</sup> day of March, 1998, together with all advances made from time to time thereunder, and any and all renewals, modifications, replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto.

3.  **Additional Modification.** The Mortgage is further modified as follows:

3.01. **Modification to Existing Mortgage Provision.**  Paragraph \_\_\_\_\_ of the Mortgage is amended to provide as follows:

3.02. **Addition of Additional Mortgage Provision.**  The following provision is added to the Mortgage as paragraph \_\_\_\_\_:

3.03. **Deletion of Mortgage Provision.**  Paragraph \_\_\_\_\_ is hereby deleted from the Mortgage.

4. **Miscellaneous.** The Mortgagor further agrees as follows:

A. All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Amendment Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.

B. This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Indiana.

C. This Mortgage Amendment Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

EXECUTED and delivered in Lake County, Indiana this 17th day of March, 1997.

**Document is NOT OF**  
BANK CALUMET, N.A. F/K/A CALUMET NATIONAL BANK  
as Trustee under the Terms and Conditions of  
that Certain Trust Agreement dated August 13,  
1986 and known as Trust #P-3338 and not personally.  
This Document is the property of  
the Lake County Recorder!

BY: *Dany E. Boat*  
VP/TO "Mortgagor"

**STOP**

**Mortgagee's Consent to Modification**

Bank Calumet National Association hereby consents to the above mortgage modification this 17th day of March,  
1997

Bank Calumet National Association  
By: *R. Garry Bradley*  
R. Garry Bradley  
Executive Vice President  
Its: \_\_\_\_\_

[To be used with individual mortgagor(s)]

STATE OF INDIANA )  
 )SS:  
Lake COUNTY )

ACKNOWLEDGMENT

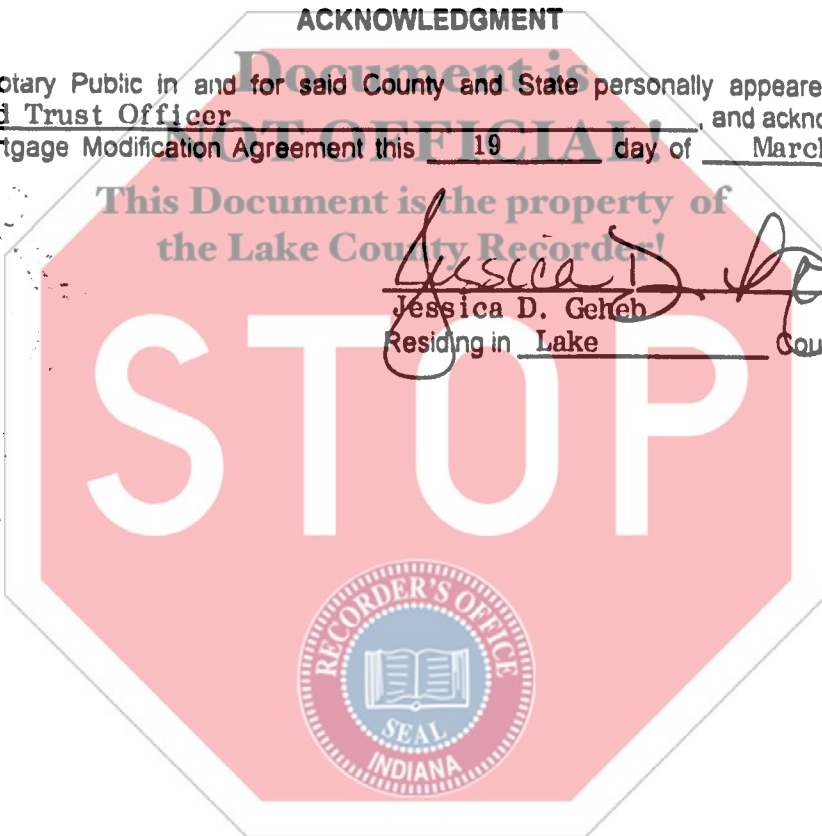
Before me, a Notary Public in and for said County and State personally appeared Barry E. Sloat  
Vice President and Trust Officer and acknowledged the execution of the  
above and foregoing Mortgage Modification Agreement this 19 day of March  
1997

This Document is the property of  
the Lake County Recorder!

Jessica D. Geheb Notary Public,  
Residing in Lake County, Indiana

My Commission Expires:

November 7, 2000



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 Bank Calumet National Association 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 Bank Calumet National Association, 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. Bank Calumet National Association, 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.

