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MORRIS W. CARTER
RECORDER

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK, NATIONAL
ASSOCIATION
300 PARK BOULEVARD, SUITE 400
ITASCA, IL 60143

WHEN RECORDED MAIL TO:

First Midwest Bank, N.A.
P.O. Box 6480
Vernon Hills, IL 60061

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101003477-18276

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MAY 5, 1997, BETWEEN OAKSIDE PLACE DEVELOPMENT CORP. (referred to below as "Grantor"), whose address is 106 E. FORTH STREET, MARION, IN 46953; and FIRST MIDWEST BANK, NATIONAL ASSOCIATION (referred to below as "Lender"), whose address is 300 PARK BOULEVARD, SUITE 400, ITASCA, IL 60143.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 5, 1997 (the "Mortgage") recorded in LAKE County, State of Indiana as follows:

RECORDED APRIL 10, 1997 AS DOCUMENT #97021792

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

LOT 1, RESUBDIVISION OF OAKSIDE PLACE, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS SHOWN IN PLAT BOOK 81, PAGE 24, IN LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 2161 U.S. RT. 41, SCHERERVILLE, IN 46953. The Real Property tax identification number is 13-643-01-20.

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

MODIFY THE DEFINITION OF "NOTE" BY DELETING THE FIRST SENTENCE IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING: "NOTE. THE WORD NOTE MEANS THE PROMISSORY NOTE OR CREDIT AGREEMENT DATED MAY 10, 1997 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$1,096,000.00 FROM GRANTOR TO LENDER TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR CREDIT AGREEMENT.

MODIFY THE DEFINITION OF "INDEBTEDNESS" BY DELETING THE LAST SENTENCE IN ITS ENTIRETY AND REPLACING IT WITH THE FOLLOWING: "AT NO TIME SHALL THE PRINCIPAL

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AMOUNT OF INDEBTEDNESS SECURED BY THE MORTGAGE, NOT INCLUDING SUMS ADVANCED TO PROTECT THE SECURITY OF THE MORTGAGE, EXCEED THE NOTE AMOUNT OF \$3,288,000.00."

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.

GRANTOR:

OAKSIDE PLACE DEVELOPMENT CORP.

By: Bruce Boyer
BRUCE BOYER, President

LENDER:

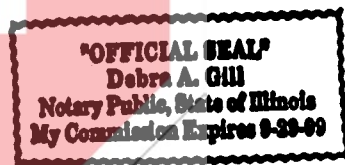
FIRST MIDWEST BANK, NATIONAL ASSOCIATION

By: Arment A. Bezier
Authorized Officer



CORPORATE ACKNOWLEDGMENT

STATE OF Illinois
COUNTY OF Will) ss



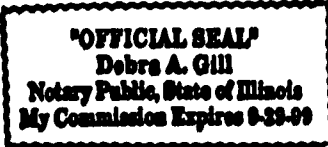
On this 5th day of May, 1997, before me, the undersigned Notary Public, personally appeared BRUCE BOYER, President of OAKSIDE PLACE DEVELOPMENT CORP., and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Debra A. Gill Residing at Joliet, IL

Notary Public in and for the State of Illinois
My commission expires 9-29-99

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) ss
COUNTY OF Will)



On this 5th day of May, 1997, before me, the undersigned Notary Public, personally appeared Vincent A. Benigni 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 Debra A. Gill Residing at Joliet, IL

Notary Public in and for the State of Illinois

My commission expires 9-29-99

This Modification of Mortgage was prepared by: **FIRST MIDWEST BANK, N.A.**



05-05-1997
Loan No 18276

MODIFICATION OF MORTGAGE
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RECORDING PAGE

