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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MORRIS W. CARTER RECORDER

Mortgagor's Name And Address

LCI PROPERTIES, LLC 9701 Indiana Parkway Munster, Indiana 46321 BANK CALUMET NATIONAL **ASSOCIATION** f/k/a Calumet National Bank **5231 Hohman Avenue** Hammond, Indiana 46320

Return to:

BANK CALUMET Loan Center 10322 Indianapolis Blvd. Highland, IN 46322

("Mortgagor" whether one or more)

("Mortgagee")

MORTGAGE MODIFICATION AGREEMENT

LCI PROPERTIES, LLC, successor in Interest by deed to Robert T. Evans and Richard B. Pietrzak ("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 28th day of July, 1997, recorded the 1st day of August, 1997, in the Office of the Recorder of Lake County, Indiana, as Document No. 97050076 (herein the "Mortgage"), is hereby amended as follows:

- Note Modification and Loan Restructuring. The promissory note given by Robert T. Evans and Richard B. Pietrzak 1. referenced in section 1.01 of the Mortgage in the original principal amount of \$110,000.00 and dated the 28th day of July, 1997, (herein the "Note") has been replaced by Mortgagor's promissory note dated September 20, 1997 in the original principal amount of \$672,684.99 (the "Replacement Note"). The Replacement Note is a rewrite of Mortgagor's note number 94011106 dated January 11, 1997 in the original principal amount of \$277,350.42, Mortgagor's note number 97031004 dated March 10, 1997, in the original principal amount of \$280,000.00, and Robert T. Evans and Richard B. Pietrzak's note number 97072801 dated July 28, 1997, in the original principal amount of \$110,000.00. 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 and the other obligations referenced therein. The Replacement Note matures on the 20th day of September. 2000.
- Miscellaneous. The Mortgagor further agrees as follows: 2.
 - All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage A. Amendment Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.
 - This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Indiana.
 - 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 effective the 20th day of September, 1997.

LCI PROPERTIES, LLC, successor in Interest by deed to Robert T. Evans and Richard B. Pietrzak

Robert T. Evans, Member

"Mortgagor"

STATE OF INDIANA
) SS:
LAKE COUNTY

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared Robert T. Evans and Richard B. Pietrzak, Members of LCI PROPERTIES, LLC, a limited liability company, and acknowledged the execution of the above and foregoing Mortgage Modification Agreement for and on behalf of LCI PROPERTIES, LLC,, this 20TH day of SEPTEMBER 1997.

My Commission Expires:

6/30/98

This instrument was prepared by:

Residing in ___

Lake

Lewis C. Laderer, Jr. Laderer & Fischer, P.C. 112 West Jefferson Blvd., Suite 310 South Bend, Indiana 46601 Notary Public,

County, Indiana