

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97068419

97 OCT -9 AM 9:07

MORRIS W. CARTER  
RECORDER

**RECORDATION REQUESTED BY:**  
HERITAGE COMMUNITY BANK  
13700 S. INDIANA  
RIVERDALE, IL 60627

**WHEN RECORDED MAIL TO:**  
✓ HERITAGE COMMUNITY BANK  
13700 S. INDIANA  
RIVERDALE, IL 60627

**SEND TAX NOTICES TO:**  
BANK CALUMET F/K/A CALUMET NATIONAL  
BANK AS TRUSTEE U/T/A DATED OCTOBER  
16, 1989 AKA TRUST NO. P-3646  
5231 HOHMAN AVE.  
HAMMOND, IN 46320

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE  
ONLY

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

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 15, 1997, BETWEEN BANK CALUMET F/K/A CALUMET NATIONAL BANK AS TRUSTEE U/T/A DATED OCTOBER 16, 1989 AKA TRUST NO. P-3646, as Trustee, (referred to below as "Grantor"), whose address is 5231 HOHMAN AVE., HAMMOND, IN 46320; and HERITAGE COMMUNITY BANK (referred to below as "Lender"), whose address is 13700 S. INDIANA, RIVERDALE, IL 60627.

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated August 19, 1996 (the "Mortgage") recorded in LAKE COUNTY County, State of Indiana as follows:

RECORDED IN THE STATE OF INDIANA LAKE COUNTY RECORDER'S OFFICE AUGUST 23, 1996 AS DOCUMENT NO. 96056596

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

SEE ATTACHED LEGAL DESCRIPTION

The Real Property or its address is commonly known as LOTS 1,2,7,8,10,11,12,13,14,15,16,17,18,19,20,21,22 & 23 IN CARLISLE ESTATES SUBDIVISION, SCHERERVILLE, IN 46375. The Real Property tax identification number is UNIT #20 KEY NO. 13-499-1,2,7,8,10,11,12,13,14,15,16,17,18,19,20,21,22 & 23.

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

MATURITY DATE WILL BE EXTENDED TO JANUARY 3, 1997.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain

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2200  
22v  
026421

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. BORROWER IS EXECUTING THIS MODIFICATION, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS BANK CALUMET F/K/A CALUMET NATIONAL BANK TRUST NO. P-3646 AND DATED OCTOBER 16, 1989.

BORROWER:

BANK CALUMET F/K/A CALUMET NATIONAL BANK AS TRUSTEE U/T/A DATED OCTOBER 16, 1989 AKA TRUST NO. P-3646

By: Cletus F. Epple  
TRUST OFFICER  
CLETUS F. EPPLE  
Executive Vice President & Senior Trust Officer

LENDER:

HERITAGE COMMUNITY BANK

By: Stiles Lawrence D.R.  
Authorized Officer

CORPORATE ACKNOWLEDGMENT

STATE OF Indiana )  
 ) 88  
COUNTY OF Lake )

On this 10th day of September, 19 97, before me, the undersigned Notary Public, personally appeared TRUST OFFICER of BANK CALUMET F/K/A CALUMET NATIONAL BANK AS TRUSTEE U/T/A DATED OCTOBER 16, 1989 AKA TRUST NO. P-3646, 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 Jessica D. Geheb Residing at 5231 Hohman Avenue, Hammond, IN 46320  
Jessica D. Geheb

Notary Public in and for the State of Indiana

My commission expires November 7, 2000

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



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**LENDER ACKNOWLEDGMENT**

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STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the \_\_\_\_\_, 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 \_\_\_\_\_

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_

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This Modification of Mortgage was prepared by: **HERITAGE COMMUNITY BANK**

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08-15-1997  
Loan No

**MODIFICATION OF MORTGAGE**  
(Continued)

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**RECORDING PAGE**

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\*\* TOTAL PAGE.05 \*\*

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.

LEGAL DESCRIPTION

PARCEL I: Lot 1, except the North 91.79 feet by parallel line thereof, in the Corrected Plat of Stonebrook Phase Two, a Planned Unit Development to the Town of Schererville, as per plat thereof, recorded in Plat Book 69 page 16, in the Office of the Recorder of Lake County, Indiana.

PARCEL II: Lot 2, except the North 91.85 feet by parallel lines thereof, in the Corrected Plat of Stonebrook Phase Two, a Planned Unit Development to the Town of Schererville, as per plat thereof, recorded in Plat Book 69 page 16, in the Office of the Recorder of Lake County, Indiana.

PARCEL III: The Westerly 38.40 feet of the Easterly 96.80 feet of Lot 7, by parallel lines as measured at right angles to the Easterly line thereof, in the Corrected Plat of Stonebrook Phase Two, a Planned Unit Development to the Town of Schererville, as per plat thereof, recorded in Plat Book 69 page 16, in the Office of the Recorder of Lake County, Indiana.

PARCEL IV: Lot 8, except the Easterly 57.90 feet thereof, by parallel lines as measured at right angles to the Easterly line thereof, in the Corrected Plat of Stonebrook Phase Two, a Planned Unit Development to the Town of Schererville, as per plat thereof, recorded in Plat Book 69 page 16, in the Office of the Recorder of Lake County, Indiana.

PARCEL V: Lots 10, 11, 12, 13, 14, 15, 16, 20, 21, 22 and 23 in the Corrected Plat of Stonebrook Phase Two, a Planned Unit Development to the Town of Schererville, as per plat thereof, recorded in Plat Book 69 page 16, in the Office of the Recorder of Lake County, Indiana.

PARCEL VI: Part of Lot 17, in the Corrected Plat of Stonebrook Phase Two, a Planned Unit Development to the Town of Schererville, Lake County, Indiana, as per plat thereof, recorded in Plat Book 69 page 16, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Commencing at the Southeast corner of Lot 17; thence North 88 degrees 36 minutes 19 seconds West, along the North right of way line of Newcastle Drive, a distance of 88.02 feet to the point of beginning; thence continuing along the same line, a distance of 67.02 feet to the Southwest corner of Lot 17; thence North 00 degrees 07 minutes 41.0 seconds East, a distance of 95.00 feet to the Northwest corner of Lot 17; thence South 89 degrees 52 minutes 19 seconds East, a distance of 69.15 feet; thence South 01 degrees 23 minutes 41 seconds West, a distance of 96.51 feet to the point of beginning, referred to as Parcel "C", 602-C Newcastle Drive.

PARCEL VII: The South 38.30 feet of the North 96.60 feet of Lot 18, by parallel lines and as measured at right angles to the North line thereof, in the Corrected Plat of Stonebrook Phase Two, a Planned Unit Development to the Town of Schererville, as per plat thereof, recorded in Plat Book 69 page 16, in the Office of the Recorder of Lake County, Indiana.

OBJECT TO TRUSIEE'S EXCULPATION ATTACHED  
ETO AND MADE A PART HEREOF

**LEGAL DESCRIPTION**  
(continued)

PARCEL VIII: The North 59.7 feet of Lot 19 in the Corrected Plat of Stonebrook Phase Two, a Planned Unit Development to the Town of Schererville, as per plat thereof, recorded in Plat Book 69 page 16, in the Office of the Recorder of Lake County, Indiana.

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