

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

97 DEC -9 AM 9:50

MORRIS W. CENTER
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97084003

RECORDATION REQUESTED BY:

SOUTH HOLLAND TRUST & SAVINGS BANK
16178 SOUTH PARK AVENUE
SOUTH HOLLAND, IL 60473

WHEN RECORDED MAIL TO:

SOUTH HOLLAND TRUST & SAVINGS BANK
16178 SOUTH PARK AVENUE
SOUTH HOLLAND, IL 60473

SEND TAX NOTICES TO:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE
ONLY

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 10, 1997, BETWEEN Peoples Bank SB, as Trustee, (referred to below as "Grantor"), whose address is 9204 Columbia Avenue, Munster, IN 46321; and SOUTH HOLLAND TRUST & SAVINGS BANK (referred to below as "Lender"), whose address is 16178 SOUTH PARK AVENUE, SOUTH HOLLAND, IL 60473.

MORTGAGE. Grantor and Lender have entered into a mortgage dated February 12, 1997 (the "Mortgage") recorded in Lake County, State of Indiana as follows:

Recorded February 20, 1997, as Document # 97010340, in Lake County, in the State of Indiana.

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

SEE ATTACHED EXHIBIT A

The Real Property or its address is commonly known as **Barrington Ridge, 154 Acre Parcel, Hobart, IN 46342.** The Real Property tax identification number is Unit No. 43, Key No. 53-1-1 and 53-1-2 and Unit No. 34, Key No. 22-2-43.

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

The Mortgage is being modified to increase the aggregate loan amount from \$5,588,000.00 to \$6,500,000.00 as evidenced by those certain Notes dated February 12, 1997, June 18, 1997, and September 10, 1997, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Note. The new Note dated September 10, 1997, combines the current unpaid principal balance of the Note dated February 12, 1997, and an additional advance of \$1,000,000.00. As of September 10, 1997, the amount payable under the Note is \$3,506,000.00. The

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maturity of the Note dated September 10, 1997, will be February 12, 2002..

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 endorser 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 TRUST # 10219 AND DATED FEBRUARY 6, 1997.

BORROWER:

Peoples Bank SB

By: [Signature]
Trust Officer Frank J. Bochnowski, Sr. V.P.

By: [Signature]
Assistant Secretary Linda L. Kollada

LENDER:

SOUTH HOLLAND TRUST & SAVINGS BANK

By: [Signature]
Authorized Officer Daryl Pomranki, Sr. V.P.

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned Notary Public, personally appeared Trust Officer and Assistant Secretary of Peoples Bank SB, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

Modification of

Attachment to mortgage to South Holland Trust & Savings Bank for \$ 6,500,000.00 to Land Trust# 10219. This mortgage is executed by Peoples Bank SB, f/k/a Peoples Bank, A Federal Savings Bank not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but his waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note. Nothing contained herein will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally is not a "Transferor" or "Transferee" under RPTL 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 this instrument.

***Modification of Mortgage

PEOPLES BANK SB f/k/a Peoples Bank,
Federal Savings Bank
not personally, but as Trustee under
provisions of a Trust Agreement
dated February 6, 1997 and
known as Trust No. 10219

By: Frank J. Bochnowski
Frank J. Bochnowski
Senior Vice-President and Trust Officer

ATTEST:

By: Linda L. Kollada
Linda L. Kollada
Assistant Secretary

State of Indiana)
) SS:
County of Lake)

I, Joyce M. Barr, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Frank J. Bochnowski and Linda L. Kollada of PEOPLES BANK SB, an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice-President and Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of the said Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of October, 1997
My Commission Expires: 3-11-98
Joyce M. Barr
Notary Public Signature

Resident of Lake County

Joyce M. Barr

EXHIBIT A
LEGAL DESCRIPTION

Part of the North 1/2 of Section 8, Township 35 North, Range 7 West of the 2nd Principal Meridian, described as follows: Beginning at the Northeast corner of said Section 8; thence South 0 degrees 31 minutes 45 seconds West, along the East line of said Section 8, a distance of 2236.66 feet; thence North 88 degrees 49 minutes 22 seconds West, a distance of 440.07 feet; thence South 0 degrees 33 minutes 00 seconds West, a distance of 400.02 feet to the South line of the North 1/2 of said Section 8; thence North 88 degrees 38 minutes 28 seconds West, along said South line, a distance of 893.15 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 8; thence North 0 degrees 39 minutes 32 seconds East, along the West line of said Southeast 1/4, a distance of 1317.78 feet to the South line of the North 1/2 of the North 1/2 of said Section 8; thence North 88 degrees 43 minutes 37 seconds West, along said South line, a distance of 2403.93 feet; thence North 0 degrees 37 minutes 53 seconds East, a distance of 345.02 feet; thence North 88 degrees 43 minutes 37 seconds West, a distance of 252.02 feet to the West line of the Northeast 1/4 of the Northwest 1/4 of said Section 8; thence North 0 degrees 37 minutes 55 seconds East, along said West line, a distance of 970.03 feet to the North line of the Northwest 1/4 of said Section 8; thence South 88 degrees 37 minutes 38 seconds East, along said North line, a distance of 1329.45 feet to the Northeast corner of said Northwest 1/4; thence South 88 degrees 50 minutes 44 seconds East, along the North line of the Northeast 1/4 of said Section 8, a distance of 2654.50 feet to the point of beginning, excepting therefrom the following described parcel: Part of the North 1/2 of Section 8, Township 35 North, Range 7 West of the 2nd Principal Meridian, described as follows: Commencing at the Northeast corner of said Section 8; thence South 0 degrees 31 minutes 45 seconds West, along the East line of said Section 8, a distance of 1318.26 feet; thence North 89 degrees 28 minutes 15 seconds West, a distance of 30.00 feet to the point of beginning; thence South 0 degrees 31 minutes 45 seconds West, a distance of 224.66 feet; thence North 74 degrees 53 minutes 24 seconds West, a distance of 294.48 feet; thence South 0 degrees 31 minutes 45 seconds West, a distance of 170.02 feet; thence South 83 degrees 38 minutes 05 seconds East a distance of 286.48 feet; thence South 0 degrees 31 minutes 45 seconds West, parallel to and 30.00 feet West of the East line of said Section 8, a distance of 568.78 feet; thence North 88 degrees 49 minutes 22 seconds West, a distance of 255.01 feet; thence North 14 degrees 40 minutes 02 seconds West, a distance of 136.79 feet; thence South 66 degrees 10 minutes 03 seconds West, a distance of 163.37 feet; thence South 15 degrees 15 minutes 27 seconds West, a distance of 218.84 feet; thence South 12 degrees 55 minutes 12 Seconds East, a distance of 257.93 feet to the South line of the Northeast 1/4 of said Section 8; thence North 88 degrees 38 minutes 28 seconds West, along said South line, a distance of 421.53 feet; thence North 0 degrees 33 minutes 47 seconds East, a distance of 201.03 feet; thence North 21 degrees 04 minutes 44 seconds West, a distance of 122.02 feet; thence North 0 degrees 33 minutes 47 seconds East, a distance of 139.74 feet; thence North 22 degrees 31 minutes 33 seconds East, a distance of 182.52 feet; thence North 74 degrees 35 minutes 50 seconds East, a distance of 194.84 feet; thence North 48 degrees 45 minutes 19 seconds East, a distance of 161.74 feet to a point of curve; thence Northeasterly along a curve concave to

the Northwest and having a radius of 405.00 feet, an arc distance of 340.89 feet; thence North 0 degrees 31 minutes 45 seconds East, a distance of 225.72 feet to the South line of the Northeast 1/4 of the Northeast 1/4 of said Section 8; thence South 88 degrees 43 minutes 37 seconds East, along said South line, a distance of 390.04 feet to the point of beginning, all in the City of Hobart, Lake County, Indiana.

END OF SCHEDULE A