

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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97 DEC 15 AM 10:29

MORRIS W. CARTER
RECORDER

R-66781-7424

MODIFICATION AND EXTENSION AGREEMENT

AGREEMENT made this 15th day of November, A.D. 1997 between Peotone Bank and Trust Company, a banking corporation, organized and existing under the laws of the State of Illinois, party of the first part and Theodore M. Yakima, a married man, of the Township of Green Garden, County of Will and State of Illinois, party of the second part witnesseth:

WHEREAS, the said part of the first part is the owner and holder of a certain promissory note dated November 15, 1996, made, executed and delivered by the said party of the second part, due and payable on November 15, 1997 and secured by a mortgage of even date therewith recorded in the Recorder's Office in Lake County, Indiana, as Document No. 96080450, and

WHEREAS, it is agreed by said party of the second part that there is now due and owing on said note a principal balance of Thirty Thousand and 00/100 (\$30,000.00) Dollars, and

WHEREAS, the party of the second part desires an extension of time of payment of said note, and the party of the first part has agreed to such an extension of time of payment.

NOW, THEREFORE, in consideration of the premises and mutual promises and agreements hereinafter made, and the sum of Ten and 00/100 (\$10.00) Dollars in hand paid by the party of the second part, it is hereby covenanted and agreed by and between the parties as follows:

1. Time for payment of said principal note is hereby extended to November 15, 1998.
2. Interest, currently 10.75%, at a variable rate of Peotone Bank & Trust Co. base lending rate plus 1.00%, shall be payable on said note on the 15th day of May and November, beginning May 15, 1998.
3. That the aforesaid payments and interest shall be secured by the mortgage recorded as Document No. 96080450 in the same manner as if the changes herein had been specifically described therein and that the mortgage and all the provisions, stipulations, powers, terms and covenants therein shall be in full force and effect except as hereby modified.

CTIC Has made an accommodation recording of the instrument. We have no representation of the instrument or the land affected.

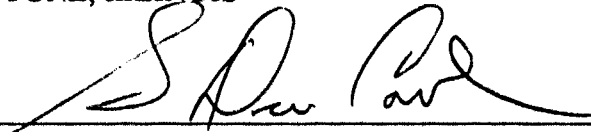
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It is expressly understood and agreed by the party of the second part that he shall perform and observe all the covenants, agreements and conditions as otherwise provided in said mortgage heretofore executed by him and recorded in said Recorder's Office as Document No. 96080450.


This agreement shall be binding upon the successors or assigns of the party of the first part and the heirs, executors, administrators, or assigns of the party of the second part.

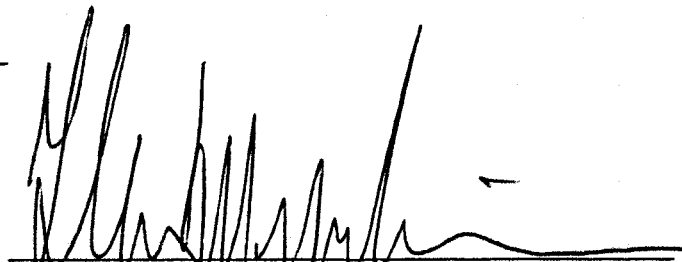
IN WITNESS WHEREOF, the party of the first part hath hereunto caused its corporate seal to be affixed and this agreement to be signed by its Senior Vice President and attested by its Assistant Cashier and the party of the second part has hereunto set his hand and seal the day and year first above written.

PEOTONE BANK AND TRUST COMPANY
PEOTONE, ILLINOIS

BY: 
(G. Duane Carder, Sr. Vice President)

ATTEST:


(Charlotte Ruhbeck, Assistant Cashier)


(Theodore M. Yakima)

This instrument was prepared by AND MAIL TO: Peotone Bank and Trust Company, 200 West Corning Avenue, Peotone, IL 60468

Pin: 3-200-63 Common Address: 1117 Westwood Dr., Shelby, IN 46377
SEE LEGAL DESCRIPTION ATTACHED

Part of the Northwest quarter of Section 33, Township 32 North, Range 8 West of the 2nd P. M., more particularly described as follows: Commencing at the Northeast corner of the Northwest quarter of Section 33, Township 32 North, Range 8 West of the 2nd P. M., Lake County, Indiana, and running thence South 1190 feet, thence West 362.95 feet, thence South 28 degrees 02 minutes East 112 feet, thence South 60 degrees 38 minutes West 190.20 feet, thence North 41 degrees 27 minutes West 96.70 feet, thence South 63 degrees 08 minutes West 115.90 feet, thence North 74 degrees 50 minutes West 254 feet, thence South 22 degrees 54 minutes West 272.5 feet, (This point being the beginning of this description) thence South 39 degrees 19 minutes East a distance of 55 feet, thence North 86 degrees 01 minutes East 90.6 feet to the Westerly Bank of Shady Shore Channel, thence Northerly along said bank 50 feet, thence South 84 degrees 23 minutes West a distance of 132.6 feet, to the point of beginning, in Lake County, Indiana.