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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99 OCT 22 AM 10:28

MORRIS W. CARTER
RECORDER

LOAN MODIFICATION AGREEMENT

Mortgage Loan #16167

WHEREAS

**BANK CALUMET, National Association,
Formerly known as Calumet National Bank**

LOANED

**Lake County Trust Company, as Trustee under trust agreement
dated January 6, 1988 and known as Trust No. 3799**

THE SUM of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) as evidenced by a note and mortgage executed and delivered on September 19, 1996, which said mortgage being recorded on September 25, 1996, in Lake County, Indiana, as document number 96063969 and,

WHEREAS it is hereby agreed that for and in consideration of Ten and 00/100 Dollars (\$10.00) and other valuable considerations to the lender, the subject mortgage will be modified. The current principal balance is \$62,360.88. The terms of this modification will be as follows:

1. The interest rate will remain fixed at 8.00%.
2. The maturity date will be extended one year, from September 19, 1999 to September 19, 2000.
3. Interest payments will continue to be due quarterly.

ADDITIONAL payments to principal may be made at any time without penalty and interest will be charged only on the unpaid principal balance.

WHEN THE FULL AMOUNT of principal owing together with interest as above provided, shall have been paid in full, the mortgage lien shall be released. If said amount is not paid in full on or before September 19, 2000, thence the mortgage may be foreclosed upon for any amount remaining unpaid.

NOTHING HEREIN contained shall be construed to impair the security of the said mortgage nor its successors in interest under said mortgage nor affect nor impair any right or powers which it may have under said note and mortgage for the recovery of the mortgage debt with interest at the rate above provided in case of non-fulfillment of this agreement by said mortgagor.

IN WITNESS WHEREOF the mortgagor(s), hereto have set their hands and seals this _____ day of _____, 1999.

SEE SIGNATURE PAGE ATTACHED

Lake County Trust Number 3799

STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned, a notary public in and for said County and State personally appeared Lake County Trust Number 3799, and acknowledged the execution of above and foregoing instrument as their free and voluntary act and deed for the uses and purposes therein set forth:

GIVEN under my hand and official seal this _____ day of _____, 1999.

My commission expires _____ County of residence _____

Notary Public

15.00
073160

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, 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 LAKE COUNTY TRUST COMPANY 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 LAKE COUNTY TRUST COMPANY, 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. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" 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 this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.



BANK CALUMET, National Association

Katherine E. Adams

~~Gregory Bracco~~ Katherine E. Adams
~~Senior Vice President~~ Mortgage Loan Officer
Mortgage Loan Department

ATTEST

Michael A. Lugar

Michael A. Lugar
Vice President
Mortgage Loan Department

STATE OF INDIANA, COUNTY OF LAKE, ss:

BEFORE ME, the undersigned a notary public in and for said County and State personally appeared Gregory Bracco, Senior Vice President and Michael A. Lugar, Vice President of BANK CALUMET, National Association, Hammond, Indiana known to me to be such, and acknowledged that as such officers, they signed and delivered the annexed Mortgage Modification Agreement and caused the corporate seal of said Bank to be affixed thereto, pursuant to the authority of the Board of Directors of said Bank, as their free and voluntary act and deed and as the free and voluntary act and deed of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 18th day of October, 1999.

My commission expires July 19, 2007 County of residence Lake

Joan C. Bukowski
Notary Public Joan C. Bukowski

This Instrument Prepared By:

Gregory Bracco
Senior Vice President



Please return to:

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Bank Calumet
5231 Hohman Ave.
Hammond, IN 46320
Attention: Wanda