

2

99087276

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

99 OCT 22 PM 12: 00

MORRIS W. CARTER
RECORDER

LTIC 64706

Amendment To Construction Mortgage

This Amendment To Mortgage is entered into by Horizon Development of Indiana, Inc. ("Mortgagor") and is in favor of Bank One, Indiana, N.A. f/k/a NBD Bank, N.A. ("Mortgagee");

WITNESSETH

WHEREAS, Mortgagor has previously executed and delivered to Mortgagee a Construction Mortgage ("Instrument") in favor of Mortgagee to secure a Commercial Adjustable Rate Note dated September 28, 1998 and all renewals, extensions, rewrites, refinances, modifications, consolidations, and replacements thereof and substitutions therefor of Mortgagor, which Instrument was dated September 24, 1998 and recorded October 13, 1998 as Document No. 98080378 in the Office of the Recorder of Lake County, Indiana covering certain real estate which is more particularly described as follows:

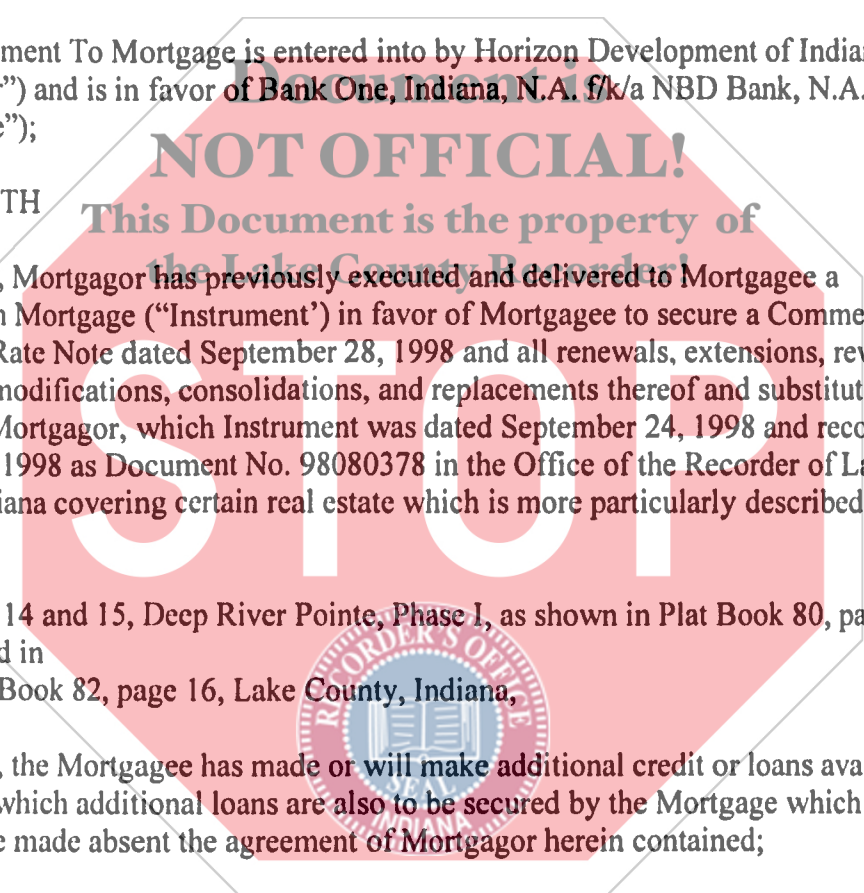
Lots 14 and 15, Deep River Pointe, Phase I, as shown in Plat Book 80, page 96, and amended in Plat Book 82, page 16, Lake County, Indiana,

WHEREAS, the Mortgagee has made or will make additional credit or loans available to Mortgagor, which additional loans are also to be secured by the Mortgage which loans would not be made absent the agreement of Mortgagor herein contained;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Mortgagor agrees as follows:

- 1) The amount of the indebtedness owed to Mortgagee by Mortgagor originally described in the Instrument, has been increased and the Mortgage shall now secure indebtedness of Horizon Development of Indiana, Inc. in the principal amount of TWO HUNDRED TWENTY THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$220,500.00) as evidenced by a Commercial Adjustable Rate Note of like amount, together with any extensions, renewals, replacements or modifications thereof, and certain expenses as provided in the Instrument (together the "Amended Indebtedness").

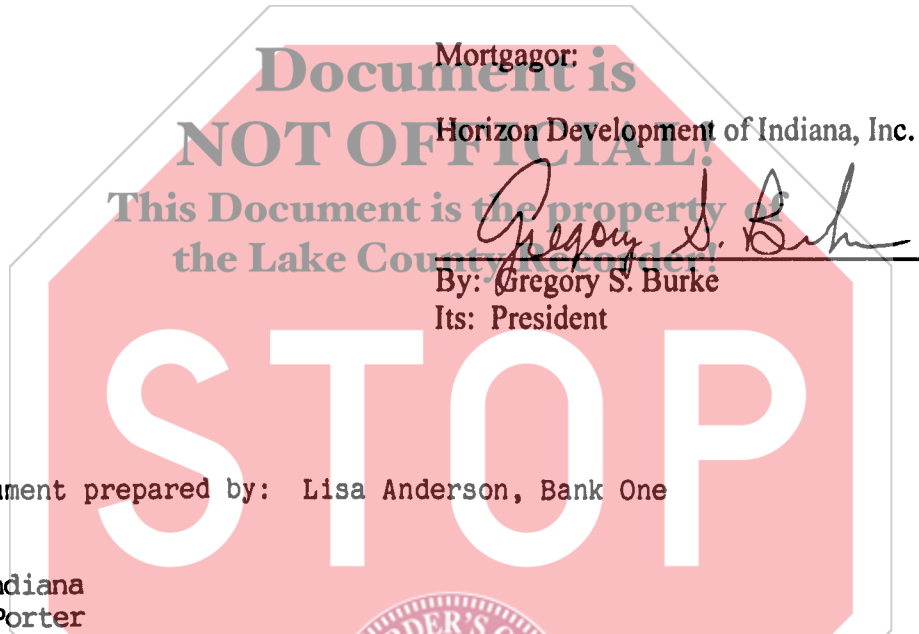
LAWYERS TITLE INS. CORP.
ONE PROFESSIONAL CENTER
SUITE 216
CROWN POINT, IN 46307



1200
24
SM

- 2) Mortgagor does hereby mortgage to Mortgagee, the Real Estate, in accordance with the terms of the Instrument to secure the Amended Indebtedness, as well as the original indebtedness, and all renewals, amendments and replacements thereof.
- 3) All other terms and conditions of the Instrument shall remain unchanged.

IN WITNESS WHEREOF, this Amendment to Mortgage has been executed as of September 24th, 1999.



Mortgagor:

Horizon Development of Indiana, Inc.

Gregory S. Burke

By: Gregory S. Burke
Its: President

This instrument prepared by: Lisa Anderson, Bank One

State of Indiana
County of Porter

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 24th day of September, 1999.

Penny Bruno
Penny Bruno Notary Public
My Commission Expires: 8/13/07
County of Residence: Porter County, IN

