

Lake Co, IN

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

This instrument prepared /
by and after recording /
return to: /
Brian P. Mulrone /
American National Bank /
120 S. LaSalle Street /
Chicago, IL 60603 /

2000 003836

2000 JAN 19 PM 2:47

MORRIS W. CARTER
RECORDER

1567161-1 I

SECOND MODIFICATION AGREEMENT

(Mortgage)

This Second Modification Agreement is effective as of this 15th day of December, 1999, between Fitzsimmons Surgical Supply, Inc., a Delaware corporation (hereinafter referred to as "Mortgagor") James L. Fitzsimmons, Thomas J. Fitzsimmons ("Guarantor") and **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO** as successor in interest to Bank One, Illinois, NA formerly known as Bank One, Chicago, NA (hereinafter referred to as "Mortgagee").

WITNESSETH

WHEREAS, on August 29, 1995 Mortgagor executed in favor of Bank One, Chicago, NA, a Mortgage, Assignment of Rents, Security Agreement and Financing Statement (the "Mortgage") subsequently recorded on September 5, 1995 in Lake County, Indiana as Document Number 95051899 concerning real estate, legally described as follows:

LOTS 9, 10, 11, THE SOUTH 1/2 OF LOT 12, EXCEPT THE WEST 20 FEET THEREOF, THE NORTH 1/2 OF LOT 12, EXCEPT THE WEST 15 FEET THEREOF AND LOTS 13, 14 AND 15, EXCEPT THE WEST 15 FEET THEREOF, IN BLOCK 6 IN KNOLLWOOD, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEROF RECORDED IN PLAT BOOK 22 PAGE 45, IN THE OFFICE OF THERECORDER OF LAKE COUNTY, INDIANA, TOGHTHER WITH THE EAST 1/2 OF VACATED ALLEY ADJACENT LOTS 9, 10 AND 11 AND THE WEST 1/2 OF VACATED ALLEY ADJACENT LOTS 12, 13, 14 AND 15.

Real Estate commonly known as: 6177 Broadway, Merrillville, IN 46410

Permanent Identification Number: 15-77-11 thru 19

Hold: Paper Chase

1600
su
886002

25x10

The Mortgage was given by Mortgagor to secure payment to Mortgagee of a note dated August 29, 1995 in the principal sum of Three Hundred Seventy One Thousand and 00/100 Dollars (\$371,000.00) (the "Original Note") executed by the Mortgagor (hereinafter referred to as "Borrower"); and

WHEREAS, on March 1, 1996 Mortgagor executed in favor of Bank One, Chicago, NA, a Mortgage Modification Agreement (the "Modification") subsequently recorded on March 1, 1996 in Lake County, Indiana as Document Number 96015341. Said Modification extended the Original Note maturity date to March 1, 2001.

WHEREAS, Borrower has executed a new note dated as of December 15, 1999 in the principal sum of Two Hundred Fifty Two Thousand Two Hundred Ninety Eight and 85/100 (\$252,298.85). This note which restates the Original Note is collectively referred to hereinafter as the "Note", with such other amendments, modifications, extensions, renewals or replacements thereof; and

WHEREAS, the parties hereto have agreed upon a modification of the terms and conditions of the Mortgage as herein set forth; and

NOW THEREFORE, in consideration of the premises and the mutual promises and agreements hereinafter made by and between the parties hereto, the said parties do hereby mutually agree to modify the Mortgage as follows:

1. The American National Bank and Trust Company of Chicago is now the Mortgagee of Record pursuant to a certain Purchase of Assets and Assumption of Liabilities Agreement dated July 6, 1999 by and between Bank One, Illinois, NA formerly known as Bank One, Chicago, NA and American National Bank and Trust Company of Chicago.
2. The Mortgage securing the Note is a valid and subsisting lien on the premises described in the Mortgage.
3. All terms used herein and not otherwise defined shall have the respective meanings set forth in the Note and Mortgage.
4. This Modification shall be incorporated into and made a part of the Mortgage and Note, as amended, and all other related loan documents executed by Mortgagor, Borrower and Guarantors.
5. Mortgagor hereby agrees to execute and deliver, or cause to be executed and delivered, to Mortgagee such additional documentation as Mortgagee shall require in order to evidence or effectuate the transactions contemplated hereby or in order to update information and undertakings heretofore given to Mortgagee by or on behalf of Mortgagor.

- 6. This Modification shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.
- 7. This Modification shall inure to the benefit of Mortgagee's successors and assigns, and shall be binding upon the successors and assigns of Mortgagor.

IN WITNESS WHEREOF; the parties hereto have signed, sealed and delivered this Modification Agreement as of the date first written above.

"MORTGAGOR"
Fitzsimmons Surgical Supply, Inc.

"MORTGAGEE"
**American National Bank and
 Trust Company of Chicago**

BY: [Signature]
 ITS: [Signature]
 BY: [Signature]
 ITS: (Secretary)

BY: [Signature]
 ITS: ASSISTANT VICE PRESIDENT
 BY: _____
 ITS: _____

"GUARANTOR"
[Signature]
James L. Fitzsimmons
[Signature]
Thomas J. Fitzsimmons



