

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2000 JAN 31 AM 9:17

MORRIS W. CARTER
RECORDER

Mortgagor's Name And Address Bank Calumet, N.A. as Trustee under the terms and provisions of Trust Agreement dated 7/20/83 and known as Trust #P-3053, and not personally 5231 Hohman Avenue Hammond, Indiana 46320 ("Mortgagor" whether one or more)	BANK CALUMET NATIONAL ASSOCIATION f/k/a Calumet National Bank 5231 Hohman Avenue Hammond, Indiana 46320 ("Mortgagee")	Return to: BANK CALUMET 5231 Hohman Avenue Hammond, Indiana 46320
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MORTGAGE MODIFICATION AGREEMENT

Mortgagor, for valuable consideration given by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage dated the 11th day of October, 1994, recorded the 17th day of October, 1994, in the Office of the Recorder of Lake County, Indiana, as Document No. 94071327 (herein the "Mortgage"), is hereby amended as follows:

1. **Additional Indebtedness Secured by Mortgage.** In addition to the obligations referred to in the Mortgage it shall also secure payment of that certain promissory note executed by Bank Calumet, N.A. as Trustee under the terms and provisions of Trust Agreement dated 7/20/83 and known as Trust #P-3053, and not personally dated the 21st day of January, 2000 in the original principal amount of \$80,000.00, which note matures on the 21st day of January, 2005, together with all advances made from time to time thereunder, and any and all renewals, modifications, replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto.
2. **Miscellaneous.** The Mortgagor further agrees as follows:
 - A. All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Amendment Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.
 - B. This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Indiana.
 - C. This Mortgage Amendment Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

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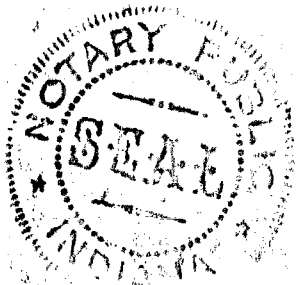
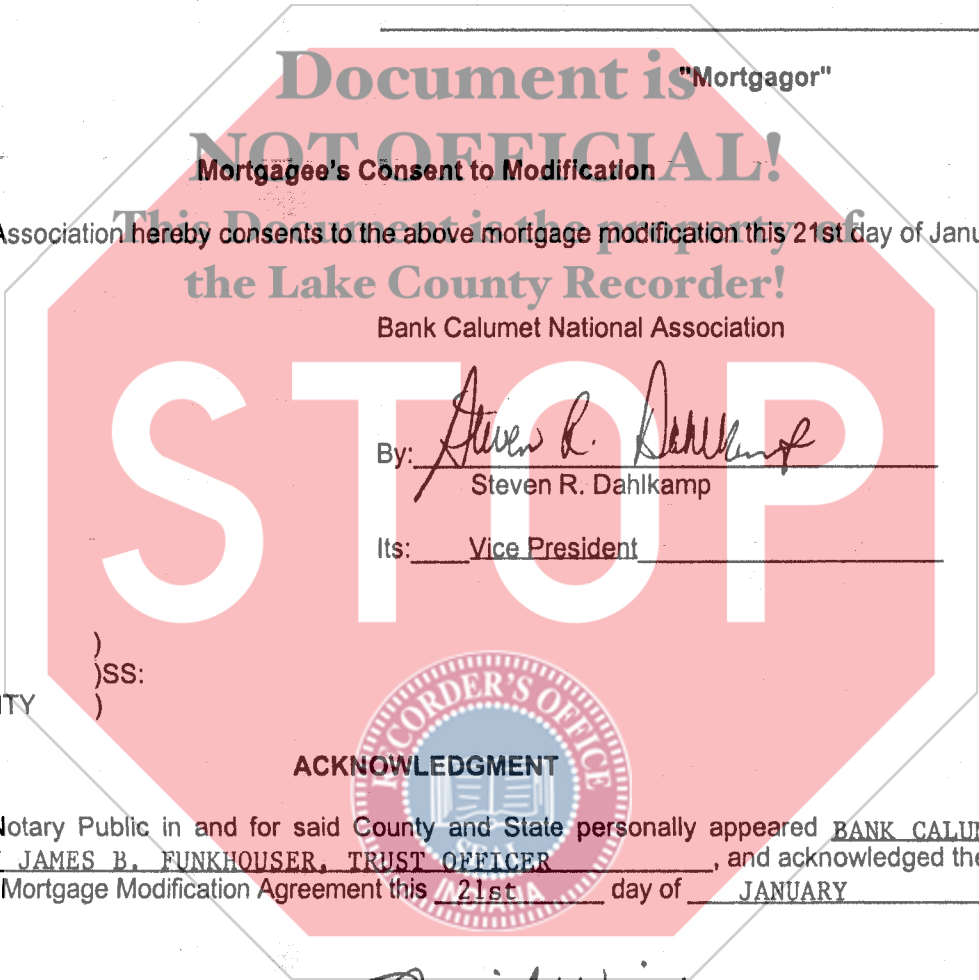
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EXECUTED and delivered in Lake County, Indiana this 21st day of January, 2000.

Bank Calumet, N.A. as Trustee under the terms and provisions of Trust Agreement dated 7/20/83 and known as Trust #P-3053, and not personally

James B. Funkhouser
BY JAMES B. FUNKHOUSER, TRUST OFFICER



STATE OF INDIANA

LAKE COUNTY

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ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared BANK CALUMET TRUSTEE OF TRUST P-3053 BY JAMES B. FUNKHOUSER, TRUST OFFICER, and acknowledged the execution of the above and foregoing Mortgage Modification Agreement this 21st day of JANUARY, 2000.

Sheri L Wilkes
SHERI L WILKES Notary Public,
Residing in LAKE County, Indiana

My Commission Expires:

SEPTEMBER 21, 2007

This instrument was prepared by: Steven R. Dahlkamp, Vice President/psw

SUBJECT TO INSTRUMENT NUMBER ATTACHED
HERE TO AND MADE A PART HEREOF

25 x 17

*** 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, representations, 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 Bank Calumet National Association 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 Bank Calumet National Association, 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. Bank Calumet National Association, personally is not a "Transferor" 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 its instrument.

