

Chicago Title Insurance Company

STATE OF INDIANA  
LAKE COUNTY  
FILED

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MORTGAGE DEPARTMENT  
RECORDS

Prepared by, and  
When recorded return to:

Bank One, Indiana, NA  
1048 Lake Street  
Oak Park, IL 60301  
Attention: J. Sienko - IL1-2489

69183

Document is  
AMENDMENT TO MORTGAGE  
NOT OFFICIAL!

This Amendment is made as of October 30, 1999 (the "Effective Date"), by The First National Bank of Crown Point, n/k/a Centier Bank, as Trustee under the Provisions of a Trust Agreement dated April 6, 1979, known as Trust No. 53-0160 (the "Mortgagor") and BANK ONE, INDIANA, NA, a national banking association, successor in interest to BANK ONE, MERRILLVILLE, NA. ("Mortgagee").

RECITALS

A. Mortgagor previously executed and delivered to Mortgagee that certain Commercial Real Estate Mortgage and Assignment of Leases and Rents dated June 30, 1994 and recorded on July 13, 1994 with the Recorder of Lake County, Indiana, as Document No. 94050548 (the "Mortgage"), mortgaging and encumbering the real property, and all improvements thereon, described in Exhibit "A" attached hereto and incorporated herein by reference. The Mortgage was executed by Mortgagor to secure, among other things, a promissory note dated June 30, 1994 made by Jose H. Roig, M.D. and Kathleen Roig payable to the order of Mortgagee in the sum of \$770,066.33 (the "Note") and interest as specified therein, and all extensions, renewals, revisions, modifications and replacements thereof in whole or in part as provided in the Mortgage.

B. Mortgagor and Mortgagee have entered into or contemplate entering into a Modification Agreement (the "Agreement") which, among other things, provides that

1. the maturity date of the Note shall be amended, as more fully set forth below, and the Mortgagor and the Mortgagee, desire to enter into this Amendment to so amend the maturity date of the Note as stated in the Mortgage.
2. in addition to the indebtedness, liabilities, and obligations secured by the Mortgage as stated therein, the Mortgage shall be amended so that it shall also secure that certain promissory note dated July 20, 1994 made by Jose H. Roig, M.D. and Kathleen Roig in the sum of \$701,877.04 (the "Second Note"), and a

1 CTIC Has made an accomodation recording of the instrument. We Have made no examination of the instrument or the land affected.

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certain promissory note dated March 12, 1999 made by Jose H. Roig and Kathleen Roig in the sum of \$172,678.07 (the "Third Note"), and interest as specified therein and all extensions, renewals, revisions, modifications and replacements thereof in whole or in part, as more fully set forth below, and Mortgagor and Mortgagee desire to enter into this Amendment to so amend the Mortgage.

Now, therefore, in consideration of the premises, the promises hereinafter set forth and for other good and valuable consideration, the receipt of which, is hereby acknowledged, Mortgagor and Mortgagee hereby confirm and agree as follows:

1. The Mortgage is hereby amended to provide that the maturity date of the Note is November 12, 2003.

2. The Mortgage is hereby amended to provide that, in addition to all indebtedness, liabilities and obligations secured by the Mortgage, as stated therein, that the Mortgage shall secure (a) that certain promissory note dated July 20, 1994, in the principal amount of \$701,877.04 made by Jose H. Roig, M.D. and Kathleen Roig payable to the order of the Mortgagee and having a maturity date of November 19, 1999, together with all extensions, renewals, revisions, modifications and replacements thereof, in whole or in part (such promissory note, together with all extensions, renewals, revisions, modifications and replacements thereof, in whole or in part, being collectively referred to as the "Second Note"; and (b) that certain promissory note dated March 12, 1999, in the principal amount of \$172,678.07 made by Jose H. Roig and Kathleen Roig payable to the order of the Mortgagee and having a maturity date of November 12, 2003, together with all extensions, renewals, revisions, modifications and replacements thereof, in whole or in part (such promissory note, together with all extensions, renewals, revisions, modifications and replacements thereof, in whole or in part, being collectively referred to as the "Third Note";

3. Mortgagor confirms and restates all the representations and warranties contained in the Mortgage, as amended hereby, as of the date hereof.

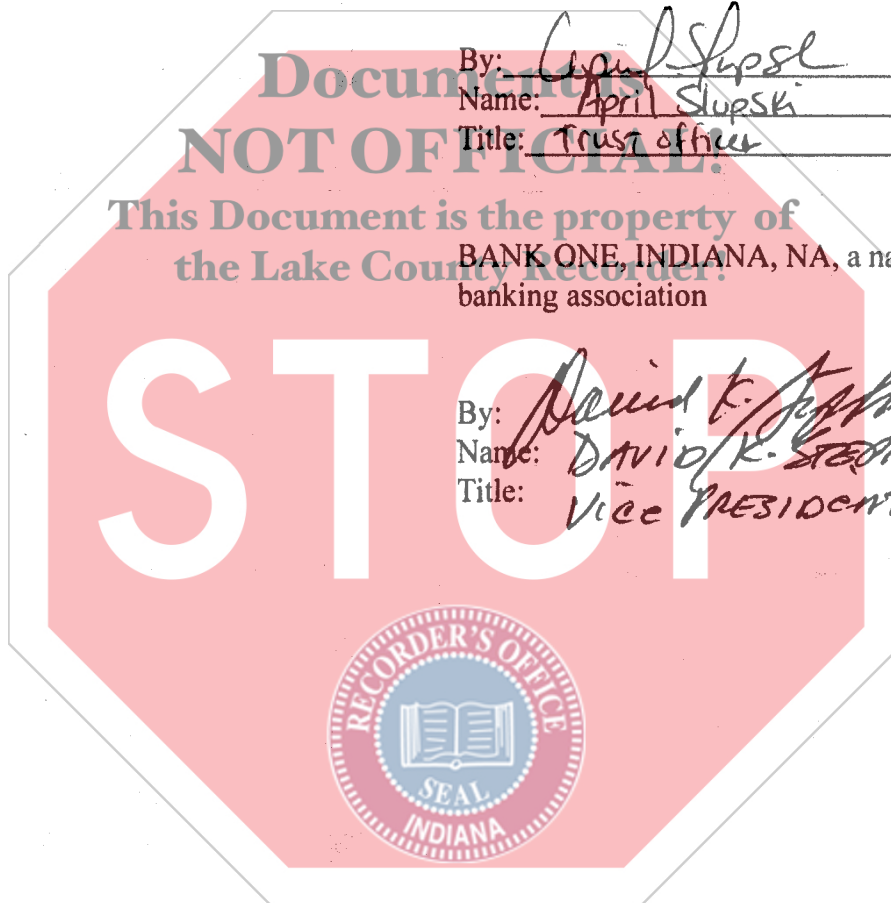
4. Mortgagor will execute and deliver such further instruments and do such other things as in the sole opinion of Mortgagee are necessary or desirable to effect the intent of this Amendment and to secure to Mortgagee the benefits of all rights, authorities and remedies conferred upon Mortgagee by the terms of this Amendment. Without limiting the generality of the foregoing, Mortgagor, at its expense, will perform all acts and execute and deliver all instruments necessary or required by Mortgagee in order to maintain the Mortgage, as amended hereby, as a lien on the real and personal property covered by the Mortgage, subject only to those encumbrances set forth in the Mortgage.

5. Mortgagor and Mortgagee hereby ratify and confirm the Mortgage, as amended hereby, in all respects and acknowledge and agree that the terms of the Mortgage, as amended hereby, remain in full force and effect.



IN WITNESS WHEREOF, this Amendment is duly executed by Mortgagor and Mortgagee as of the Effective Date.

THE FIRST NATIONAL BANK OF  
CROWN POINT, N/K/A CENTIER  
BANK, as Trustee under the  
Provisions of a Trust Agreement  
Dated April 6, 1979, known as  
Trust No. 53-0160



STATE OF INDIANA )  
 ) SS:  
COUNTY OF State )

Before me, a Notary Public in and for the above County and State, personally appeared David K. Stephenson, the Vice President of Bank One, Indiana, NA, a national banking association, who as such officer acknowledged the execution of the foregoing instrument for and on behalf of said national association.

WITNESS my hand and Notarial Seal this 27<sup>th</sup> day of March, 2000.

Signature: Jackie Nadan  
Printed: Jackie Nadan  
Notary Public

My Commission expires: 11/13/00  
My County of Residence: Polk

This Document is the property of  
The Lake County Recorder!

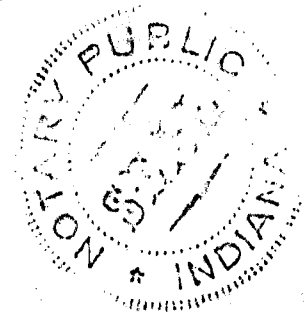
STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for the above County and State, personally appeared April Sypski, a trustee of THE FIRST NATIONAL BANK OF CROWN POINT, N.K.A CENTIER BANK, as Trustee as aforesaid, who, as a Trustee, acknowledged the execution of the foregoing instrument for and on behalf of said trust.

WITNESS my hand and Notarial seal this 27<sup>th</sup> day of March, 2000.

Signature: Kathryn Jones  
Printed: Kathryn Jones  
Notary Public

My Commission Expires: 11-17-2006  
My County of Residence: LaKe



**EXHIBIT "A"**

All of that real estate located in Lake County, Indiana, which is further described as follows:

UNIT NOS. 1 TO 8, BOTH INCLUSIVE, 8550 BROADWAY PROFESSIONAL CENTER ASSOCIATION, INC., A HORIZONTAL PROPERTY REGIME, AS RECORDED AS DOCUMENT NOS. 93019487 AND 93019488 UNDER THE DATE OF MARCH 30, 1993, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, AND THE UNDIVIDED INTEREST IN THE COMMON AREAS APPERTAINING THERETO.

Commonly known as: 8550 Broadway, Merrillville, Indiana

