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STATE OF INDIANA  
LAKE COUNTY  
FILED RECORD

RECORDATION REQUESTED BY:  
2000 025665

2000 APR 14 AM 9:38

South Holland Trust &  
Savings Bank  
South Holland - Main  
16178 South Park Avenue  
South Holland, IL 60473

MORRIS W. CARTER  
RECORDER

WHEN RECORDED MAIL TO:

South Holland Trust &  
Savings Bank  
South Holland - Main  
16178 South Park Avenue  
South Holland, IL 60473

SEND TAX NOTICES TO:

South Holland Trust &  
Savings Bank  
South Holland - Main  
16178 South Park Avenue  
South Holland, IL 60473

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**STOP**

This Modification of Mortgage prepared by:

Lori Saulters, Commercial Loan Associate  
16178 South Park Avenue  
South Holland, IL 60473

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated January 28, 2000, is made and executed between Oscar Perretta, whose address is 2650 Queens Lane, Dyer, IN 46311-2036 (referred to below as "Grantor") and South Holland Trust & Savings Bank, whose address is South Holland - Main, 16178 South Park Avenue, South Holland, IL 60473 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 6, 1998 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

recorded December 14, 1998 in the office of the Lake County Recorder as document number 98099686 and First Amendment to Mortgage dated September 28, 1999 and recorded November 19, 1999 as document number 99095655 in the office of the Lake County Recorder.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Lake County, State of Indiana:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 6460 Broadway Avenue, Merrillville, IN 46410. The Real Property tax identification number is Key #15-23-173 and 15-23-177, Unit 8.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

The definition of the word Note shall be modified to mean the promissory note or credit agreement dated November 6, 1998, in the original principal amount of \$1,125,000.00 dollars from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement AND the promissory note or credit agreement

1700  
E.P. 37361  
637341 63735B

**MODIFICATION OF MORTGAGE**  
(Continued)

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dated January 28, 2000 in the original principal amount of \$60,041.90 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. .

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 28, 2000.**

GRANTOR:

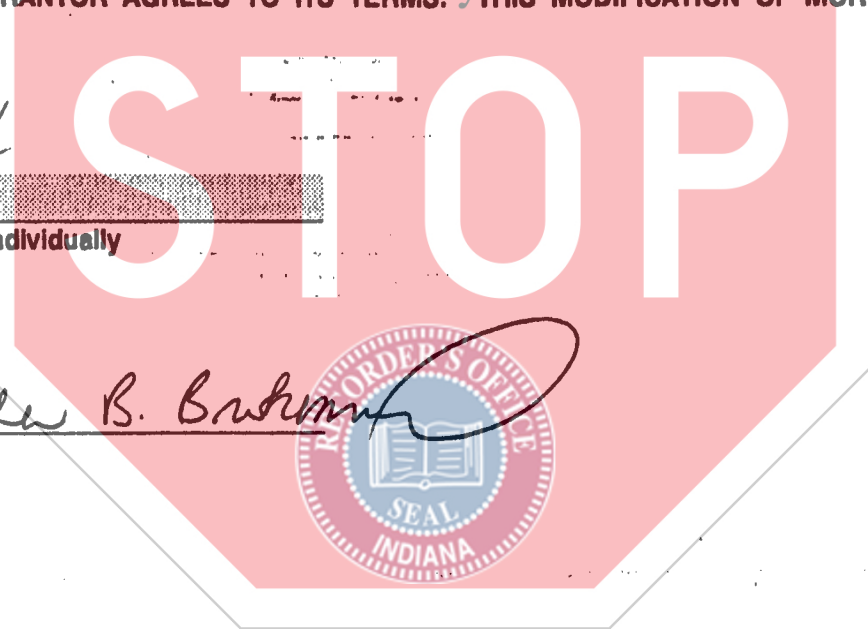
X

  
Oscar Ferrette, Individually

LENDER:

X

  
Authorized Signer



This Document is the property of  
the Lake County Recorder

MODIFICATION OF MORTGAGE  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF ~~LAKE~~ COOK )

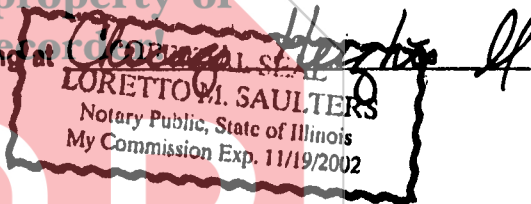
On this day before me, the undersigned Notary Public, personally appeared Oscar Perretta, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28th day of January, 2000

By Loretto M. Saulters Residing at Chicago Heights, Ill

Notary Public in and for the State of Illinois

My commission expires 11-19-02



LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF ~~LAKE~~ Cook )

On this 28th day of January, 2000 before me, the undersigned Notary Public, personally appeared Christopher B. Brokemond and known to me to be the Assistant Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Loretto M. Saulters Residing at Chicago Heights, Ill

Notary Public in and for the State of Illinois

My commission expires 11-19-02



**EXHIBIT A**  
**(Legal Description)**

PARCEL 1: THE EAST 1182 FEET OF THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION, 9 TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, LYING NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF THE CHICAGO AND GRAND TRUNK RAILWAY COMPANY, EXCEPT THE NORTH 650 FEET THEREOF, AND EXCEPT THEREFROM THAT PART OF SAID TRACT LYING SOUTH OF A LINE WHICH BEGINS ON THE EAST LINE THEREOF AT A POINT 241 FEET NORTH OF THE INTERSECTION OF SAID EAST LINE AND THE NORTHERLY RIGHT OF WAY OF SAID RAILROAD AND EXTENDS WEST AT RIGHT ANGLES TO SAID EAST LINE A DISTANCE OF 1175.6 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID RAILWAY COMPANY, ALSO EXCEPTING THAT PART, IF ANY, LYING WEST OF THE EAST LINE OF THE WEST 1478.40 FEET OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION, IN LAKE COUNTY, INDIANA.

PARCEL 2: PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION, 9, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE AND THE NORTHERLY RIGHT OF WAY LINE OF GRAND TRUNK WESTERN RAILROAD COMPANY; THENCE NORTH ALONG THE EAST LINE THEREOF 241 FEET; THENCE WEST AT RIGHT ANGLES TO THE EAST LINE THEREOF 1161.6 FEET TO A POINT OF BEING THE TRUE PLACE OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE EAST ALONG THE AFOREDESCRIBED LINE A DISTANCE OF 500 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE EAST LINE OF SAID SECTION, A DISTANCE OF 100 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF THE GRAND TRUNK WESTERN RAILROAD COMPANY; THENCE NORTHWESTERLY ALONG SAID RAILROAD RIGHT OF WAY LINE A DISTANCE OF 550 FEET; THENCE NORTHERLY TO THE PLACE OF BEGINNING.

Key # 15-23-173 Tax Unit 8  
Key # 15-23-177 Tax Unit 8

6490 Broadway, Merrillville, Indiana