

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 027168

2000 APR 24 PM 8:47

MORRIS W. CARTER
RECORDER

Prepared by and Mail to:
Republic Bank of Chicago,
1510 75th Street
Darien, IL 60561
Attention: Commercial Loan Dept.

MODIFICATION AND EXTENSION AGREEMENT

THIS AGREEMENT made this 10th day of March, 2000 between REPUBLIC BANK OF CHICAGO, an Illinois banking corporation, hereinafter called Bank, and Theodore J. Katsahnias the Obligor under the Note and Thomas Katsahnias and Ann Katsahnias, his wife, the Owners of the property securing the same, and hereinafter collectively called Second Party, WITNESSETH:

THAT WHEREAS, Bank is the owner of that certain Note in the amount of \$200,000.00, dated September 10, 1999, secured either in whole or in part by a Mortgage covering property as described below:

Lot 45 in Wicker Park Estates Extension Addition to the Town of Munster, Lake County, Indiana, as same appears of record in Plat Book 33, Page 40, in the Recorder's Office, Lake County, Indiana.

Common Address: 8227 Oakwood, Munster, IN
PIN: 28-208-45

AND, WHEREAS, the parties hereto wish to modify the terms of said Note and Mortgage as set forth herein;

NOW THEREFORE, in consideration of ONE DOLLAR (\$1.00), the covenants herein contained and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The maturity date of the Note and Mortgage hereinbefore described is hereby extended from March 10, 2001 to September 10, 2001.
2. The Note evidences a straight line of credit that contemplates successive advances up to \$200,000.00. Once the total amount of principal has been advanced, Obligor is not entitled to further loan advances. Advances under the Note may be requested orally by Obligor. All oral requests shall be confirmed in writing on the day of the request. All communications, instructions, or directions by telephone

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or otherwise to Lender are to be directed to Lender's office shown above. The following person currently is authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender's address shown above, written notice of revocation of his or her authority: Theodore J. Katsahnias. Borrower agrees to be liable for all sums either (a) advanced in accordance with the instructions of an authorized person or (b) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

Second Party warrants and certifies that the indebtedness evidenced by the Note is a valid and subsisting debt of the Obligor and in all respects free from all defenses, setoffs and counterclaims both in law and equity, as is the lien of the Mortgage.

In all other respects, the Note hereinbefore described and all mortgages, documents and/or instruments securing the same shall remain unchanged and in full force and effect.

Notwithstanding the foregoing, Second Party expressly waives any defenses which it now has or may have or assert. Furthermore, in order to induce Bank to enter into this agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Second Party does hereby release, remise and forever discharge Bank of and from any and all setoffs, claims, counterclaims, demands, causes, causes of action, suits and/or judgments which it now has or may have against Bank including but not limited to matter arising out of the Note and/or any document, instrument or agreement securing the same or arising out of any banking relationship existing between the parties.

IN WITNESS WHEREOF, this instrument is executed the date and year first above written.

BANK:
REPUBLIC BANK OF CHICAGO, an
Illinois banking corp.

SECOND PARTY:

BY:

Its:

[Signature]
Dr. Dick Pres.

Theodore J. Katsahnias
Theodore J. Katsahnias

ATTEST:

Its:

[Signature]
Asst. Vice Pres.

Thomas Katsahnias
Thomas Katsahnias

Ann Katsahnias
Ann Katsahnias

STATE OF ILLINOIS]
COUNTY OF DuPage] ss

LENDER

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that the above named W. Anthony Kopp and Kathleen C. Coyle personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of March, 2000



Susan L. Schultz
Notary Public

STATE OF INDIANA]
COUNTY OF LAKE] ss

INDIVIDUALS

I, THE UNDERSIGNED, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Theodore J. Katsahnias, Thomas Katsahnias, and Ann Katsahnias personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of March, 2000

Anne Maynard

Notary Public

ANNE P. MAYNARD
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. DEC. 13, 2001