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MORRIS W. CARTER RECORDER

Mortgagor's Name And Address

JEFFREY S. BAKER
12132 HAWTHORNE PLACE
CEDAR LAKE, INDIANA 46303

("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

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 10th day of November, 1997, recorded the 17th day of November, 1997, in the Office of the Recorder of Lake County, Indiana, as Document No. 97078385(herein the "Mortgage"), is hereby amended as follows:

- 1. Note Modification, Renewal, Replacement or Extension. The promissory note referenced in paragraph 1 of the Mortgage in the original principal amount of \$50,000.00and dated the 10th day of November, 1997, (herein the "Note") has been modified as follows:
 - 1.01. Replacement. The Note has been replaced by Mortgagor's promissory note dated 10th day ofd May, 2000 in the original principal amount of \$100,000.00 (the "Replacement Note"). Mortgagor agrees that the Mortgage shall secure the payment of the Replacement Note, and any renewal, extension, modification, refinancing or replacement thereof, and all interest, attorney fees, and costs of collection with respect thereto. The Replacement Note is given in substitution for and not in discharge of the indebtedness evidenced by the Note.
- 2. 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 J.B. Builders, Inc., dated the 10th day of May, 2000, in the original principal amount of \$100,000.00, which note matures on the 10th day of May, 2000, 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.
- 3. *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.

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- 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.

EXECUTED and delivered in Lake County, Indiana this 5TH day of MAY , 2000 .
Jeffrey & Baker
NOT OF the Property of This Document is the property of
the Mortgagee's Consent to Modification er!
Bank Calumet National Association hereby consents to the above mortgage modification this 10th day of May, 2000.
Bank Calumet National Association By: Dille P Steven R. Dahlkamp
STATE OF INDIANA))SS:
LAKE COUNTY)
ACKNOWLEDGMENT Before me, a Notary Public in and for said County and State personally appeared Steven R. Dahlkamp, Vice President and acknowledged the execution of the above and foregoing Mortgage Modification Agreement this 10th day of May, 2000
ANGELITA IBARRA-STACH Notary Public Residing in LAKE County, Indiana
My Commission Expires: MARCH 30, 2008
This instrument was prepared by: Steven R. Dahlkamp, Vice President/ais