STATE OF INDIANA LAKE COLINTY FILED FOR PROJECT

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Mortgagor's Name And Address

THE OLD BANK, LLC, AN INDIANA LIMITED LIABILITY COMPANY 138 SOUTH MAIN STREET **CROWN POINT, IN 46307** 

MORRIS W. CAR BANK CALUMEDER NATIONAL ASSOCIATION f/k/a Calumet National Bank 5231 Hohman Avenue Hammond, Indiana 46320

Return to:

**BANK CALUMET** 5231 Hohman Avenue Hammond, Indiana 46320

("Mortgagor" whether one or more) Ke Col

nty("Mortgagee") er

## **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 6th day of May, 1997, recorded the 9th day of June, 1997, in the Office of the Recorder of Lake County, Indiana, as Document No. 97036690 (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 \$250,000.00 and dated the 6th day of May, 1997, (herein the "Note") has been modified as follows:
  - Replacement. The Note has been replaced by Mortgagor's promissory note dated July 10, 2000 in the original principal amount of \$334,623.20 (the "Replacement Note").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. The maturity date of the Note has been extended to the 31st day of March, 2003, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as extended.
- 2. Miscellaneous. The Mortgagor further agrees as follows:
  - 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.
  - This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Indiana.
  - This Mortgage Amendment Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

Bunk Calumet P.O. Box 69 Hemmond, Jrn. 46325

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**EXECUTED** and delivered in Lake County, Indiana this 10th day of July, 2000.

	THE OLD BANK, LLC, AN INDIANA LIMITED LIABILITY COMPANY  BY:  Richard C. Oesterle, Member  Bette J. Oesterle, Member  "Mortgagor"  This Document is the property of
	Mortgagee's Consent to Modification order!
Bank Calumet National Ass	ociation hereby consents to the above mortgage modification this 10th day of July, 2000.
	Bank Calumet National Association  By:  R. Garry Bradley  Its: President
to be used when the Mon	gagor(s) is a corporation or other business entity]
STATE OF INDIANA  LAKE COUNTY	)SS:
30	ACKNOWLEDGMENT
l. Oesterle, the Members ঐ	
his instrument was prepare	DOAN C. BUKOWSKI Notary Public, Residing in LAKE County, Indiana  d by: R. Garry Bradley, President/sg