

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 055244

2000 AUG -4 AM 8:40

Mortgagor's Name And Address THE OLD BANK, LLC, AN INDIANA LIMITED LIABILITY COMPANY 138 SOUTH MAIN STREET CROWN POINT, IN 46307 ("Mortgagor" whether one or more)	MORRIS W. CARTER 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 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:
 - 1.01. **Replacement.** The Note has been replaced by Mortgagor's promissory note dated July 10, 2000 in the original principal amount of \$334,623.20 (the "Replacement Note").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:
 - 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.
 - 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.

Bank Calumet

P.O. Box 69

Hammond, In. 46325

1100

62427

