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A.

Mortgagor's Name And Address

Bank Calumet, N.A. f/k/a Calumet National Bank as Trustee Under Trust Agreement dated 5/23/96 and Known as Trust #P-4295 ("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 25th day of February, 2000, recorded the 17th day of March, 2000, in the Office of the Recorder of Lake County, Indiana, as Document No. 2000018207 (herein the "Mortgage"), is hereby amended as follows:

- 1. Mote Modification, Renewal, Replacement or Extension. The promissory note referenced in paragraph 1 of the Mortgage in the original principal amount of \$684,000.00 and dated the 25th day of February, 2000, (herein the "Note") has been modified as follows:
 - 1.01. Replacement. ☑ The Note has been replaced by Mortgagor's promissory notes dated the 28th day of July, 2000, in the original principal amounts of \$478,075.06 & \$755,001.41 (the "Replacement Notes"). Mortgagor agrees that the Mortgage shall secure the payment of the Replacement Notes, and any renewals, extensions, modifications, refinancings or replacements thereof, and all interest, attorney fees, and costs of collection with respect thereto. The Replacement Notes is given in substitution for and not in discharge of the indebtedness evidenced by the Note.
 - 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.

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SUBJECT TO TABLE FACULPATION ATTACHED REPERTOR AND MADE A FACT HEREOF.

EXECUTED and delivered in Lake County, Indiana this 28thday of July, 2000.

Bank Calumet, N.A. as Trustee Under Trust Agreement dated 5/23/96 and known as Trust #P-4295

Cletus F. Epple, Executive President and Senior Trust Officer "Mortgagor"

Mortgagee's Consent to Modification

Bank Calumet National Association hereby consents to the above mortgage modification this 28th day of July, 2000.

This Do Bank Calumet National Association v of

the Lake County Record

even R. Dahlkamp

Its: Vice President

STATE OF INDIANA

LAKE COUNTY

)SS:

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared Cletus F. Epple, Executive Vice President & Senior Trust Officer of Bank Calumet, N.A., and acknowledged the execution of the above and foregoing Mortgage Modification Agreement this 28th day of July, 2000.

Angelita Ibarra-Stach

Residing in Lake County, Indiana

Notary Public,

My Commission Expires:

March 30, 2008.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities. representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations. covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Bank Calumet National Association on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released the Lake County Recorder!

Nothing contained herein shall be construed as creating any liability on Bank Calumet National Association, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or Local law, rule or regulation. Bank Calumet National Association, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in its instrument.