


STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 AUG 22 AM 9:35

MORRIS W. CARTER  
RECORDER

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<b>Mortgagor's Name And Address</b>  <b>7905 CALUMET BUILDING LLC</b> 7905 Calumet Avenue Munster, Indiana 46321  ("Mortgagor" whether one or more)	<b>BANK CALUMET NATIONAL ASSOCIATION</b> 5231 Hohman Avenue Hammond, Indiana 46320  ("Mortgagee")	<b>Return to:</b>  <b>BANK CALUMET</b> 5231 Hohman Avenue Hammond, Indiana 46320  
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**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 **REAL ESTATE MORTGAGE, SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING** dated effective the 5th day of January, 1998, recorded the 11 day of February, 1998, in the Office of the Recorder of Lake County, Indiana, as Document No. 98009815 (herein the "Mortgage"), is hereby amended as follows:

1. **Note Replacement.** The outstanding principal balances of the promissory notes given by Mortgagor and Hammond Clinic LLC, referenced in paragraphs 1.01 and 1.03 of the Mortgage in the original principal amounts of \$7,761,430.13 (dated December 1, 1996) and \$4,200,000.00 (dated January 5, 1998), respectively, have been combined into a single Commercial Promissory Note by Mortgagor and Hammond Clinic LLC dated effective the 26th day of December, 1999, in the original principal amount of \$9,375,794.78 (which amount includes an additional principal advance of \$120,000.00), which note is given in substitution for and not in discharge of the indebtedness evidenced by the above referenced promissory notes. This replacement note shall mature no later than December 26, 2006. Mortgagor agrees that the Mortgage shall secure the payment of this replacement note.
2. **Additional Indebtedness Secured by Mortgage.** In addition to the foregoing replacement note, the Mortgage shall also secure payment of the following obligations:
  - 2.01. That certain Commercial Promissory Note (Line of Credit) executed by Mortgagor and Hammond Clinic LLC dated December 26, 1999 with a maximum commitment of \$1,500,000.00, and with any unpaid balance of principal and interest being due and payable on or before March 31, 2001. This is a line of credit obligation and Mortgagee will be making future loans and advances to Mortgagor and/or Hammond Clinic LLC pursuant to a \$1,500,000.00 commitment. It is intended by the Mortgagor that each such future loan or advance shall be secured by this Mortgage. The maximum principal amount of unpaid loan indebtedness secured under said note which may be outstanding at any time shall be \$1,500,000.00, exclusive of interest thereon and exclusive of unpaid balances of advances made with respect to the mortgaged premises for the

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payment of taxes, assessments, insurance premiums, costs incurred for the protection of the mortgage premises and all other costs which Mortgagee is authorized by this Mortgage to pay on Mortgagor's behalf, all of which amount shall also be secured by this Mortgage; and

2.02. Payment of that certain Construction Line of Credit/Term Commercial Promissory Note (Munster North) executed by Mortgagor and Hammond Clinic in favor of Mortgagee and dated effective the 5th day of January, 1998, with a maximum commitment of \$2,075,000.00, and with any unpaid balance of principal and interest being due and payable on or before August 31, 2019; and

2.03. Payment of that certain Commercial Promissory Note (Leasehold Improvement Loan) executed by Mortgagor and Hammond Clinic in favor of Mortgagee and dated effective the 5th day of January, 1998, in the original principal amount of \$325,000.00, and with any unpaid balance of principal and interest being due and payable on or before January 5, 2008; and

2.04. Payment of that certain Commercial Promissory Note (Equipment Loan) executed by Mortgagor and Hammond Clinic in favor of Mortgagee and dated effective the 5th day of January, 1998, in the original principal amount of \$200,000.00, and with any unpaid balance of principal and interest being due and payable on or before January 5, 2003.

3. **Renewals, Extensions, Etc.** The Mortgage shall also secure any renewal, extension, modification, refinancing or replacement of the indebtedness referred to in paragraphs 1 and 2, above, as well as all of the other notes and obligations referenced in paragraph 1 of the Mortgage, not replaced by this Mortgage Modification Agreement.

4. **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, including .

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 and effective the 26th day of December, 1999.

7905 CALUMET BUILDING, LLC, AN INDIANA LIMITED LIABILITY COMPANY

By:   
Printed Name: Emil Grafow  
Title: Executive Committee Member

"Mortgagor"

STATE OF INDIANA

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)SS:

LAKE COUNTY )

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared EMIL GRASSO MD.  
an Executive Committee Member authorized to execute this Mortgage Modification Agreement for and on behalf of the  
Mortgagor, and acknowledged the execution of the above and foregoing Mortgage Modification Agreement for and on behalf  
of 7905 Calumet Building, LLC, an Indiana Limited Liability Company this 4 day of JANUARY  
2000.

Dolores M. Sowa  
Residing in Lake County, Indiana Notary Public,

My Commission Expires:

DOLORES SOWA  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXPIRES FEB. 18, 2008

