

Prepared by & Mail to:  
William Ber  
Manufacturers Bank  
16255 So. Harlem Ave.  
Tinley Park, IL 60477

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 069314

2000 SEP 22 AM 9:15

MORRIS W. CARTER  
RECORDER

**MODIFICATION AND EXTENSION AGREEMENT**

**THIS MODIFICATION AND EXTENSION AGREEMENT ("Modification") is made and entered into as of this 15th day of April, 2000, by MERCANTILE NATIONAL BANK OF INDIANA, not personally, but solely as Trustee under Trust Agreement dated September 5, 1997 and known as Trust Number 6440 ("Trustee"); BRIAR CROSSING, INC., an Indiana Corporation ("Beneficiary"); OLTHOF DEVELOPMENT CORPORATION, an Indiana Corporation, OLTHOF HOMES, INC., an Indiana Corporation; FREDERICK A. OLTHOF, individually; and KAREN OLTHOF individually, AND BRIAR CROSSINGS DEVELOPMENT, L. L. C an Indiana Limited Liability Corporation, additional obligor as documented in the Assumption Agreement of January 7, 2000, (all of the foregoing hereinafter collectively referred to as "Borrower") with a mailing address of 1945 Harder Court, Schererville, Indiana 46375, to the order of MANUFACTURERS BANK ("Lender"), with a mailing address of 16255 S. Harlem Avenue, Tinley Park, Illinois 60477, Attn: William Ber (together with its successors and assigns including each and every holder from time to time of the Note hereinafter described, the "Mortgagee" or "Lender")**

**RECITALS**

**WHEREAS, Mortgagee has heretofore made a loan (the "Loan") to Borrower in the original principal amount of Four Hundred Eighty Thousand and 00/100 Dollars (\$480,000.00): and**

**WHEREAS, the Loan is evidenced by a Note dated October 2, 1997 (the "Note") made by Borrower whereby Borrower promised to pay to the order of Lender the principal sum of Four Hundred Eighty Thousand and 00/100 Dollars (\$480,000.00), all as more specifically set forth in said Note; and**

**WHEREAS, the Note is secured by certain loan documents (as amended and modified, collectively, the "Loan Documents"), heretofore executed and delivered by Trustee, Beneficiary and/or the other parties comprising Borrower, including but not limited to that certain Commercial Mortgage, Security Agreement and Assignment of Leases made by Trustee to Lender dated October 2, 1997, and recorded in Lake County, Indiana on October 17, 1997, as Document 97070749 which were heretofore modified by the certain Modification and Extension**

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Agreement made by Borrower to Lender dated April 2, 1999, and recorded in Lake County, Indiana on July 8, 1999, as Document No. 99056894.

**WHEREAS**, by virtue of that certain Note Modification dated of even date herewith ("Note Modification"), the Maturity Date of the Note has been extended to August 13, 2000; and

**WHEREAS**, as a condition to the Note Modification, Mortgagee is requiring this Modification:

**NOW, THEREFORE**, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Incorporation of Recitals.** The aforesaid recitals are hereby incorporated into this Modification by reference as if fully set forth in this Paragraph 1. Wherever the terms and conditions of this Modification conflict with the terms and conditions of the original Mortgage and the other Loan Documents, the terms and conditions of this Modification shall control. In all other respects the parties do hereby ratify and declare to be in full force and effect the terms and respects the parties do hereby ratify and declare to be in full force and effect the terms and conditions of the Mortgages and the other Loan Documents.
2. **Reference to Notes** From and after the date hereof (i) the Mortgage and the other Loan Documents shall be deemed to secure the Note as modified by the Note Modification; and (ii) any and all references in the Mortgage or in the other loan Documents to the Note shall be deemed to refer to the Note as modified by the Note Modification.
3. **Modification of Loan Documents** Any and all references in the Notes, Mortgage and the other Loan Documents to the Loan Documents shall from and after the date hereof be deemed to refer to such Loan Documents as modified by this Modification.
4. **Reaffirmation of Representations and Warranties** Any and all references in the Loan Documents to "Briar Crossings" are hereby deleted and the following substituted therefor: "Briar Crossings, Inc.". Any and all references in the Loan Documents to "Olthof Development, Inc." are hereby deleted and the following substituted therefor: "Olthof Development Corporation".
5. **Reaffirmation of Covenants** Borrower does hereby reaffirm and agree to perform all of the terms, covenants, conditions and obligations applicable to such parties as set forth in the Mortgage and the other Loan Documents as herein modified.

6. **Laws of Indiana** This Modification shall be covered and construed under the laws of the State of Indiana.
7. **Land Trust Exculpation** This Modification is executed by Mercantile National Bank of Indiana, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Modification or its making, issue or transfer. All such liability, if any, is expressly waived by each taker and holder hereof. Nothing herein shall modify or discharge the personal liability assumed by any other maker on the Notes or of any guarantor of such obligations, if any. Each original and successive holder of this Modification accepts the express condition that no duty shall rest upon the Trustee to sequester the rents, issues and profits arising from the property described in the Mortgage or the proceeds arising from such property's sale or other disposition. In case of default, the sole remedy of the holder, as far as Trustee is concerned, shall be foreclosure of the Mortgage, action against any other security at any time given to secure the payment hereof, and action to enforce the personal liability of other makers on the Note or the guarantors, if any, or any of the remedies as the holder in its sole discretion may elect.

IN WITNESS WHEREOF, the parties have caused this Modification to be executed pursuant to authority duly granted as of the date and year first written above.

MERCANTILE NATIONAL BANK OF INDIANA,

Not individually but as Trustee as aforesaid

By: SEE SIGNATURE PAGE ATTACHED

Name: \_\_\_\_\_

Title: \_\_\_\_\_

BRIAR CROSSING, INC. an Indiana Corporation

By: *Frederick A. Olthof*

Name: Frederick A. Olthof

Title: President

SIGNATURES CONTINUE ON NEXT PAGE



**OLTHOF DEVELOPMENT CORPORATION**  
An Indiana Corporation

By: *Frederick A. Olthof*  
Name: Frederick A. Olthof  
Title: President

**OLTHOF HOMES, INC., an Indiana Corporation**

By: *Frederick A. Olthof*  
Name: Frederick A. Olthof  
Title: President

**BRIAR CROSSINGS DEVELOPMENT, L. L. C.**  
an Indiana Limited Liability Corporation

By: *Frederick A. Olthof*  
Name: OD Enterprises, Inc.  
Its: Managing Member  
BY: Frederick A. Olthof, President

*Frederick A. Olthof*  
FREDERICK A. OLTHOF, individually  
*Karen R. Olthof*  
KAREN OLTHOF, individually

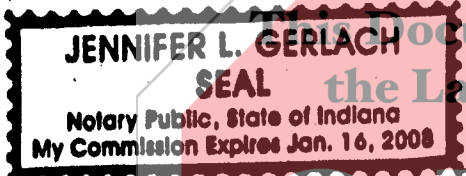


STATE OF Indiana ] SS  
COUNTY OF COOK Lake ]

STATE OF Indiana ] SS  
COUNTY OF ~~COOK~~ Lake ]

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Frederick A. Olthof, President of **OLTHOF DEVELOPMENT CORPORATION** an Indiana Corporation, personally known to me to be the same person whose name is subscribed to the foregoing **MODIFICATION AND EXTENSION AGREEMENT** appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 24<sup>th</sup> day of April, 2000.



Jennifer L. Gerlach  
Notary Public

STATE OF Indiana ] SS  
COUNTY OF ~~COOK~~ Lake ]

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Frederick A. Olthof, President of **OLTHOF HOMES, INC.** an Indiana Corporation, personally known to me to be the same person whose name is subscribed to the foregoing **MODIFICATION AND EXTENSION AGREEMENT** appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 24<sup>th</sup> day of April, 2000.



Jennifer L. Gerlach  
Notary Public

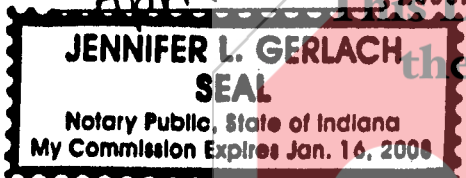
STATE OF Indiana ] SS  
COUNTY OF COOK Lake ]

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Frederick A. Olthof, President of **BRIAR CROSSINGS, INC.** an Indiana Corporation, personally known to me to be the same person whose name is subscribed to the foregoing **MODIFICATION AND EXTENSION AGREEMENT** appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 24<sup>th</sup> day of

April

2000.



Jennifer L. Gerlach  
Notary Public

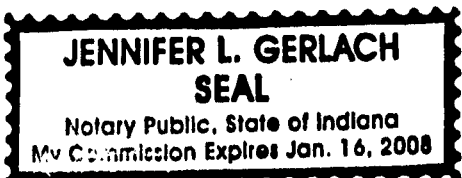
STATE OF Indiana ] SS  
COUNTY OF COOK Lake ]

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that Frederick A. Olthof, President of **O D ENTERPRISES, INC. MANAGING MEMBER OF BRIAR CROSSINGS DEVELOPMENT, L. L. C.**, an Indiana Limited Liability Corporation, personally known to me to be the same person whose name is subscribed to the foregoing **MODIFICATION AND EXTENSION AGREEMENT** appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 24<sup>th</sup> day of

April

2000.



Jennifer L. Gerlach  
Notary Public

STATE OF Indiana ] SS  
COUNTY OF COOK Lake ]

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that **Frederick A. Olthof**, personally known to me to be the same person whose name is subscribed to the foregoing **MODIFICATION AND EXTENSION AGREEMENT** appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 24<sup>th</sup> day of April, 2000.

**JENNIFER L. GERLACH**  
**SEAL**  
Notary Public, State of Indiana  
My Commission Expires Jan. 16, 2008

Jennifer L. Gerlach  
Notary Public

STATE OF Indiana ] SS  
COUNTY OF COOK Lake ]

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that **Karen Olthof**, personally known to me to be the same person whose name is subscribed to the foregoing **MODIFICATION AND EXTENSION AGREEMENT** appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument, on behalf of the corporation and as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 24<sup>th</sup> day of April, 2000.

**JENNIFER L. GERLACH**  
**SEAL**  
Notary Public, State of Indiana  
My Commission Expires Jan. 16, 2008

Jennifer L. Gerlach  
Notary Public



**CONSENT OF MORTGAGEE**

The undersigned Mortgagee hereby consents to and hereby approved the foregoing Modification and Extension Agreement.

**MANUFACTURERS BANK**

BY: William Ben

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF ILLINOIS \_\_\_\_\_ ] SS  
COUNTY OF COOK \_\_\_\_\_ ]

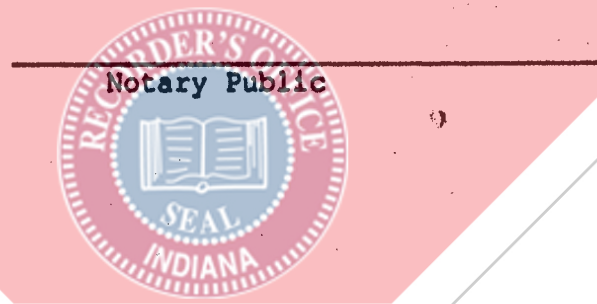
**NOT OFFICIAL!**

This Document is the property of

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, of MANUFACTURERS BANK, personally known to me to be the same person whose name is subscribed to the foregoing **MODIFICATION AND EXTENSION AGREEMENT** appeared before me this day in person and acknowledged that he/she signed, sealed and delivered said instrument, on behalf of the corporation and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this \_\_\_\_\_ day of

\_\_\_\_\_, 2000.





This MODIFICATION AND EXTENSION AGREEMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated September 5, 1997, creating trust number 6440; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations, agreements and liabilities, herein made are made and are intended, not as personal covenants, undertakings, representations, agreements and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, 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. MERCANTILE NATIONAL BANK OF INDIANA, personally, is not a "Transferor or Transferee" 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 this instrument.

Furthermore, the information contained in this instrument has been furnished to the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by an Assistant Vice President and Trust Officer and attested by its Assistant Vice President and Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE  
AFORESAID AND NOT PERSONALLY

By: Kathryn Q. Dickason  
Kathryn Q. Dickason, Assistant Vice President &  
Trust Officer

ATTEST:  
Meg Loitz  
Name: Meg Loitz  
Title: Assistant Vice President and Trust Officer

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me, a Notary Public in and for said County, in the State aforesaid, personally appeared before me, Kathryn Q. Dickason Assistant Vice President and Trust Officer, and Meg Loitz, Assistant Vice President & Trust Officer, of MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said national banking association, and as their free and voluntary act, on behalf of said national banking association, as Trustee.

Given under my hand and notarial seal this 20<sup>th</sup> day of April, 2006.

Signed: William G. Crabtree II  
William G. Crabtree II, Notary Public

