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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2002 045973

2002 MAY 16 AM 10: 24

MORRIS W. CARTER
RECORDER

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| <p>Mortgagor's Name and Address</p> <p>PEOPLES BANK SB AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DD: 3-21-94 AND KNOWN AS TRUST # 10121</p> <p>(“Mortgagor” whether one or more)</p> | <p>PEOPLES BANK SB 9204 COLUMBIA AVENUE MUNSTER, INDIANA 46321</p> <p>(“Mortgagee”)</p> | <p>Return to:</p> <p>PEOPLES BANK SB 9204 COLUMBIA AVENUE MUNSTER, INDIANA 46321</p> |
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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 Mortgage dated JANUARY 31, 1997, recorded FEBRUARY 27, 1997, in the Office of the Recorder of LAKE County, INDIANA, as Document No. 97012136 (herein the "Mortgage"), ~~is hereby amended~~ **AMENDED AND MODIFIED MARCH 25, 1999 AND RECORDED APRIL 28, 1999 AS DOCUMENT #99035971 IS HEREBY AMENDED AS FOLLOWS:**

1. **Note Modification, Renewal, Replacement or Extension.** The promissory note referenced in paragraph 1.1 on page 1 of the Mortgage in the original principal amount of \$ 900,000.00 and dated 1-31-97, (herein the "Note") has been modified as follows:

1.1. **Replacement.** The Note has been replaced by Mortgagor's promissory note dated _____ in the original principal amount of \$ _____ (the "Replacement Note").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.

1.2. **Extension.** The maturity date of the Note has been extended to _____, 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.

1.3. **Renewal.** The line of credit commitment evidenced by the Note has been renewed for a _____ month year period. The Note shall remain in full force and shall mature on _____, 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 renewed.

1.4. **Modification.** The Note has been modified as follows:
THE RATE HAS BEEN CHANGED TO 7.00% FIXED FOR 5 YEARS, THEN TO ADJUST EVERY 5 YEARS THEREAFTER ON THE ANNIVERSARY DATE OF THIS NOTE TO 275 BASIS POINTS ABOVE THE 5 YEAR TREASURY CONSTANT MATURITY.

THE PAYMENT SCHEDULE HAS BEEN MODIFIED PER THE ATTACHED SCHEDULE. THE PAYMENT SCHEDULE REFLECTS AN INCREASE OF \$45,000.00 TO THE PRINCIPAL BALANCE IN THE NEW AMOUNT OF \$747,368.80 AS OF MAY 1, 2002 PURSUANT TO A NOTE MODIFICATION AGREEMENT DATED MAY 1, 2002.

Mortgagor agrees that the Mortgage shall secure the payment of the Note as modified.

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HOLD FOR FIRST AMERICAN TITLE

2. **Additional Indebtedness Secured by Mortgage.** In addition to the obligations referred to in the Mortgage it shall also secure payment of that certain promissory note executed by _____ dated _____ in the original principal amount of \$ _____, which note matures on _____, together with all advances made from time to time thereunder, and any and all renewals, modifications, replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto.

3. **Additional Modification.** The Mortgage is further modified as follows:

3.1. **Modification to Existing Mortgage Provision.** Paragraph 1.3 of the Mortgage is amended to provide as follows: ANY AND ALL FUTURE LOANS, OBLIGATIONS AND ADVANCEMENTS MADE BY MORTGAGEE TO MORTGAGOR EXCEPT THAT THE MAXIMUM AMOUNT OF UNPAID INDEBTEDNESS UNDER THIS PARAGRAPH 1.3 SECURED HEREBY WHICH MAY BE OUTSTANDING AT ANY TIME SHALL NOT EXCEED \$900,000.00.

3.2. **Addition of Additional Mortgage Provision.** The following provision is added to the Mortgage as paragraph _____:

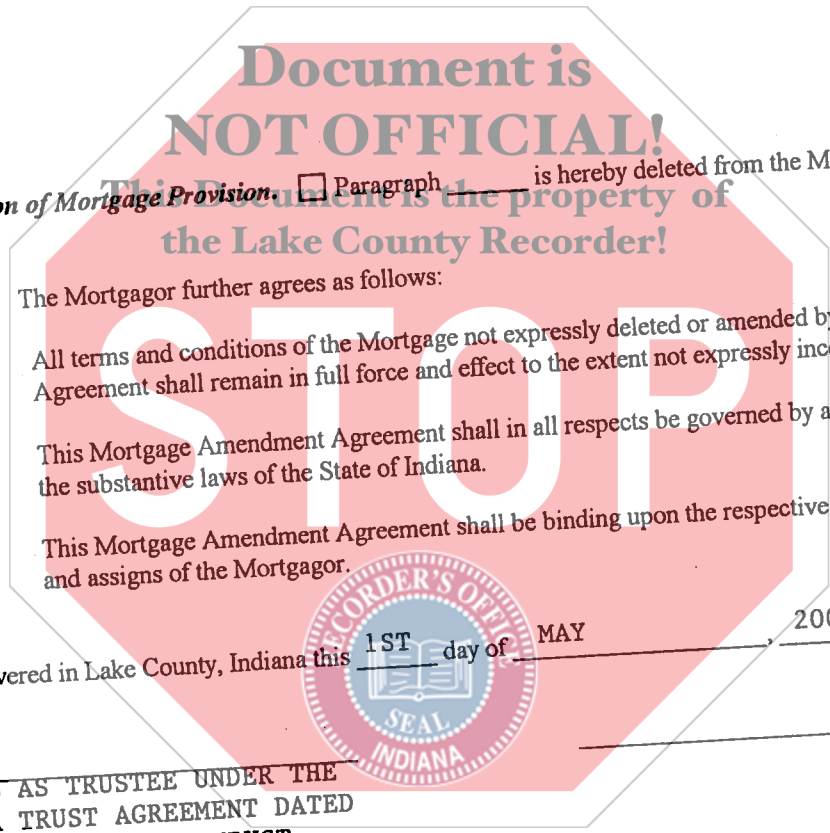
3.3. **Deletion of Mortgage Provision.** Paragraph _____ is hereby deleted from the Mortgage.

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.
- 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 this 1ST day of MAY 2002.

PEOPLES BANK SB AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MARCH 21, 1994 AND KNOWN AS TRUST NO 10121 SEE ATTACHED

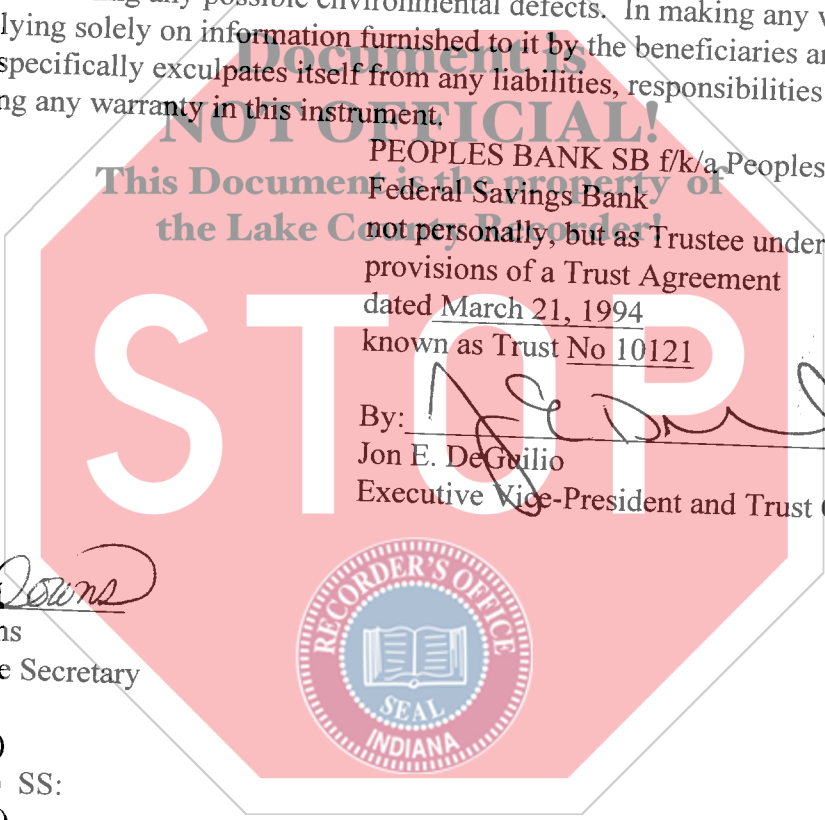
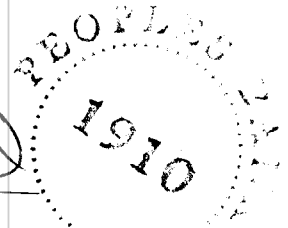


Attachment to a Mortgage Modification Agreement to Peoples Bank SB for \$747,368.80 to Land Trust# 10121.

This mortgage is executed by Peoples Bank SB, f/k/a Peoples Bank, a Federal Savings Bank not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but his waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note. Nothing contained herein will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally is not a "Transferor" or "Transferee" under RPTL 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.

PEOPLES BANK SB f/k/a Peoples Bank,
Federal Savings Bank
not personally, but as Trustee under
provisions of a Trust Agreement
dated March 21, 1994
known as Trust No 10121

By: *[Signature]*
Jon E. DeGuilio
Executive Vice-President and Trust Officer



ATTEST:

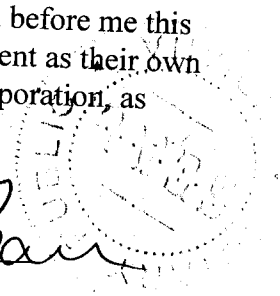
By: *[Signature]*
Jennifer Downs
Administrative Secretary

State of Indiana)
) SS:
County of Lake)

I, Joyce M. Barr, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Jon E. DeGuilio and Jennifer Downs of PEOPLES BANK SB, an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Executive Vice-President and Trust Officer and Administrative Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of the said Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 9th day of May, 2002.
My Commission Expires:
03/18/08
Resident of Lake County

[Signature]
Notary Public Signature
Joyce M. Barr



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