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MORRIS W. CARTER RECORDER

Mortgagor's Name And Address

RALPH D. ARTIM AND JULIE F. ARTIM **HUSBAND AND WIFE** 14105 W. 182ND AVENUE **LOWELL, IN 46356**

("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 10322 Indianapolis Blvd. Highland, Indiana46322

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 30th day of April, 1997, recorded the 2nd day of July, 1997, in the Office of the Recorder of Lake County, Indiana, as Document No. 97042742 (herein the "Mortgage"), is hereby amended as follows:

- 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 American Eagle Leasing Company, Inc. dated the 28th day of June, 2002 in the original principal amount of \$200,000.00, which note matures on the 28th day of June, 2005, together with all advances made from time to time thereunder, and any and all renewals, modifications, 1. replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto.
- ☑ Additional Modification. The Mortgage is further modified as follows: 2.
 - the Lake County Recorder!

 Modification to Existing Mortgage Provision.

 Paragraph 1 of the Mortgage is amended to provide as 2.01. follows:

THIRD PARTY BORROWER PROVISION

☑ If this box is checked, this Mortgage secures one or more loans to American Eagle Leasing Company, Inc., hereinafter referred to as "Borrower".

3. Miscellaneous. The Mortgagor further agrees as follows:

SS:

- 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 28th day of June, 2002.

Julie Artim

"Mortgagor"

Mortgagee's Consent to Modification

Bank Calumet National Association hereby consents to the above mortgage modification this 28th day of June, 2002.

NOT O By:

Lisa U. Anderson

is Document is the property of

Its:

Vice President

the Lake County Recorder:

STATE OF INDIANA

LAKE COUNTY

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared Ralph D. Artim and Julie F. Artim, and acknowledged the execution of the above and foregoing Mortgage Modification Agreement this 28th day of June, 2002.

My Commission Expires:

My County of Residence les

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Signature of Notary Public

JOAN C. BUKOWSKI

Printed Name of Notary Public

This instrument was prepared by: Lisa J. Anderson, Vice President/ar