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LAKE COUNTY  
CLERK OF COURTS

2002 064977

2002 JUL 19 AM 9:15

MORRIS W. CARTER  
RECORDER

<p><b>Mortgagor's Name And Address</b></p> <p><b>BANK CALUMET, NATIONAL ASSOCIATION AS TRUSTEE UNDER TRUST #P-3118 5231 HOHMAN AVENUE HAMMOND, IN 46320</b></p> <p>("Mortgagor" whether one or more)</p>	<p><b>BANK CALUMET NATIONAL ASSOCIATION</b> f/k/a Calumet National Bank 5231 Hohman Avenue Hammond, Indiana 46320</p> <p>("Mortgagee")</p>	<p><b>Return to:</b></p> <p><b>BANK CALUMET 10322 Indianapolis Blvd. Highland, Indiana 46322</b></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 the 1st day of September, 1998, recorded the 7th day of October, 1998, in the Office of the Recorder of Lake County, Indiana, as Document No. 98079212 (herein the "Mortgage"), is hereby amended as follows:

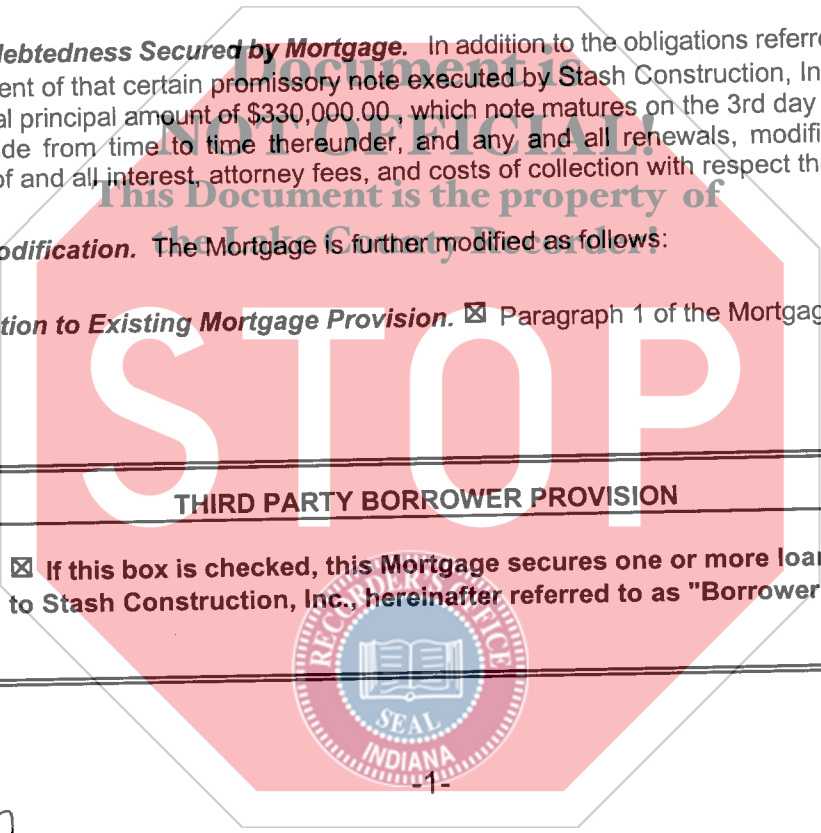
1.  **Additional Indebtedness Secured by Mortgage.** In addition to the obligations referred to in the Mortgage it shall also secure payment of that certain promissory note executed by Stash Construction, Inc. dated the 3rd day of July, 2002 in the original principal amount of \$330,000.00, which note matures on the 3rd day of July, 2007, 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.
2.  **Additional Modification.** The Mortgage is further modified as follows:
  - 2.01. **Modification to Existing Mortgage Provision.**  Paragraph 1 of the Mortgage is amended to provide as follows:

<b>THIRD PARTY BORROWER PROVISION</b>
<input checked="" type="checkbox"/> If this box is checked, this Mortgage secures one or more loans to Stash Construction, Inc., hereinafter referred to as "Borrower".

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED  
HEREIN AND MADE A PART HEREOF

*Bank Calumet  
P.O. Box 69  
Hammond 46325  
Attn: A. Rodriguez*

*16-  
N.H.  
05953*



3. **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 3rd day of July, 2002.

**BANK CALUMET, NATIONAL ASSOCIATION  
AS TRUSTEE UNDER TRUST #P-3118**

*Lynn M. Malkowski*

**LYNN M. MALKOWSKI "and NOT personally"  
Trust Officer "Mortgagor"**

SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED  
HERETO AND MADE A PART HEREOF

**Mortgagee's Consent to Modification**

Bank Calumet National Association hereby consents to the above mortgage modification this 3rd day of July, 2002.

Bank Calumet National Association  
the Lake County Recorder!

By: *Lisa J. Anderson*  
Lisa J. Anderson

Its: Vice President



SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED  
HERETO AND MADE A PART HEREOF

STATE OF INDIANA )  
 )SS:  
LAKE COUNTY )

**ACKNOWLEDGMENT**

Before me, a Notary Public in and for said County and State personally appeared \_\_\_\_\_  
Lynn M. Malkowski, Trust Officer  
and acknowledged the execution of the above and foregoing Mortgage Modification Agreement this 11th day of  
July, 2002.

My Commission Expires:  
6/7/09

Grace Cruz  
Signature of Notary Public

My County of Residence Is:  
Porter County, Indiana

Grace Cruz  
Printed Name of Notary Public



SUBJECT TO TRUSTEE'S EXCULPATION ATTACHED  
HERETO AND MADE A PART HEREOF

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.

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.

