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MORRIS W. CARTER

Mortgagor's Name And Address

TKM ENTERPRISES, L.L.C. 7416 W. 15<sup>TH</sup> AVENUE **GARY, IN 46402** 

("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** 5231 Hohman Avenue Hammond, Indiana 46320

## MORTGAGE MODIFICATION AGREEMENT

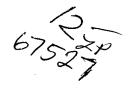
Mortgagor, for valuable consideration given by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage dated the 23<sup>rd</sup> day of December, 2002, recorded the 1st day of December, 2002, in the Office of the Recorder of **Lake** County, Indiana, as Document No. **2002 121083** (herein the "Mortgage"), is hereby amended as follows:

- ☑ Note Modification, Renewal, Replacement or Extension. The promissory note referenced in paragraph 1.02 of 1. the Mortgage in the original principal amount of \$145,000.00 and paragraph 1.03 in the amount of \$100,000.00 both dated the 23rd day of December, 2002, (herein the "Note") has been modified as follows:
  - Replacement. The Note has been replaced by Mortgagor's promissory note dated 23rd day of August, 2003 in the original principal amount of \$220,000.00 (the "Replacement Note").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.
  - Replacement. ☑ The Note has been replaced by Mortgagor's promissory note dated 23rd day of August, 2003 in 1.02. the original principal amount of \$175,000.00 (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.
- Miscellaneous. The Mortgagor further agrees as follows: 1.

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.

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- 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 23rd day of August, 2003.

TKM ENTERPRISĘS, L.L.C

Robert Migliorini. Membe

"Mortgagor"

## Mortgagee's Consent to Modification

Bank Calumet National Association hereby consents to the above mortgage modification this 23<sup>rd</sup> day of August, 2003.

Bank Calumet National Association

STATE OF INDIANA

LAKE COUNTY

This Documents: th Assistant Vice President

SS: the Lake County Recorder!

## **ACKNOWLEDGMENT**

Before me, a Notary Public in and for said County and State personally appeared Robert Migliorini the member of TKM Enterprises, L.L.C., and acknowledged the execution of the above and foregoing Mortgage Modification Agreement on behalf of TKM Enterprises, L.L.C. this 28th day of August, 2003.

Sophie Zdraveski, Notary Public, Residing in Lake County, Indiana

My Commission Expires: March 5, 2008

This instrument was prepared by: J. Daniel Shelby, Assistant Vice President/sz

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