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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MODIFIED

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**MODIFICATION OF MORTGAGE**

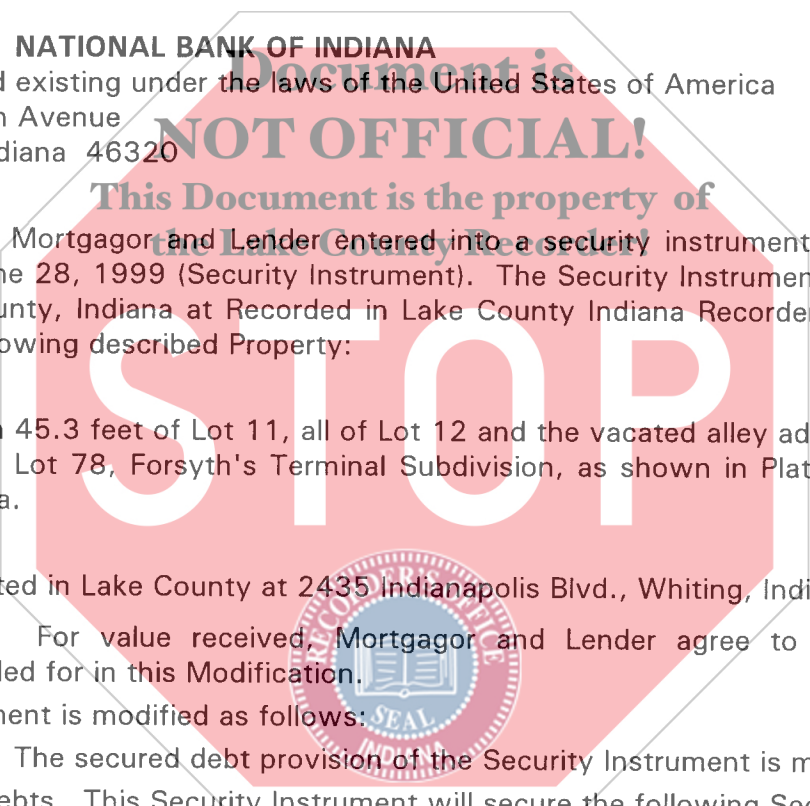
**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is January 27, 2004. The parties and their addresses are:

**MORTGAGOR:**

**JAMES S. BIZIK**  
1628 Timberwood Lane  
Munster, Indiana 46321

**LENDER:**

**MERCANTILE NATIONAL BANK OF INDIANA**  
Organized and existing under the laws of the United States of America  
5243 Hohman Avenue  
Hammond, Indiana 46320  
35-0508040



**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated June 2, 1999 and recorded on June 28, 1999 (Security Instrument). The Security Instrument was recorded in the records of Lake County, Indiana at Recorded in Lake County Indiana Recorders Office #99053828 and covered the following described Property:

Parcel 1: The South 45.3 feet of Lot 11, all of Lot 12 and the vacated alley adjoining said Lot to the East, Subdivision of Lot 78, Forsyth's Terminal Subdivision, as shown in Plat Book 5, page 16, in Lake County, Indiana.

The property is located in Lake County at 2435 Indianapolis Blvd., Whiting, Indiana 46394-2164.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

**(1) Secured Debts.** This Security Instrument will secure the following Secured Debts:

**(a) Specific Debts.** The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 15961, dated September 2, 2003, from Bizik Glass Block Company, Inc. (Borrower) to Lender, with a maximum credit limit of \$600,000.00 with an interest rate based on the then current index value as the promissory note prescribes and maturing on June 30, 2004. One or more of the debts secured by this Security Instrument contains a future advance provision.

**(b) All Debts.** All present and future debts from Bizik Glass Block Company, Inc. to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security

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**MERCANTILE NATIONAL BANK**  
750 S. Washington Street  
Valparaiso, IN 46383



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Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

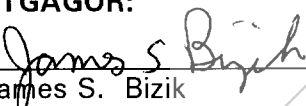
(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

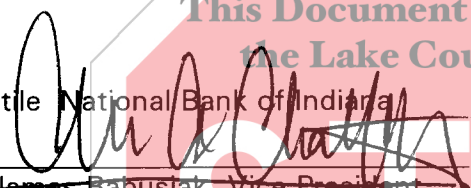
**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

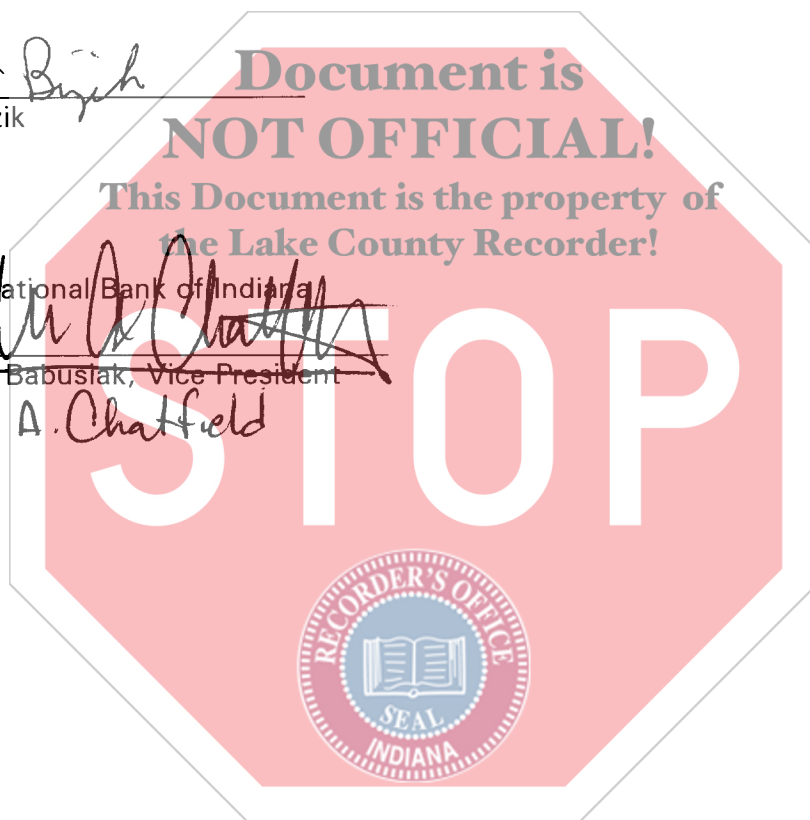
**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

  
James S. Bizik  
Individually

**LENDER:**

Mercantile National Bank of Indiana  
By   
~~A. James Babusiak, Vice President~~  
Chris A. Chatfield



**ACKNOWLEDGMENT.**

(Individual)

State Indiana OF Indiana, County OF Lake ss.  
Before me, Kelly Ryan, a Notary Public this 27 day of January, 2004, James S. Bizik, acknowledged the execution of the annexed instrument.

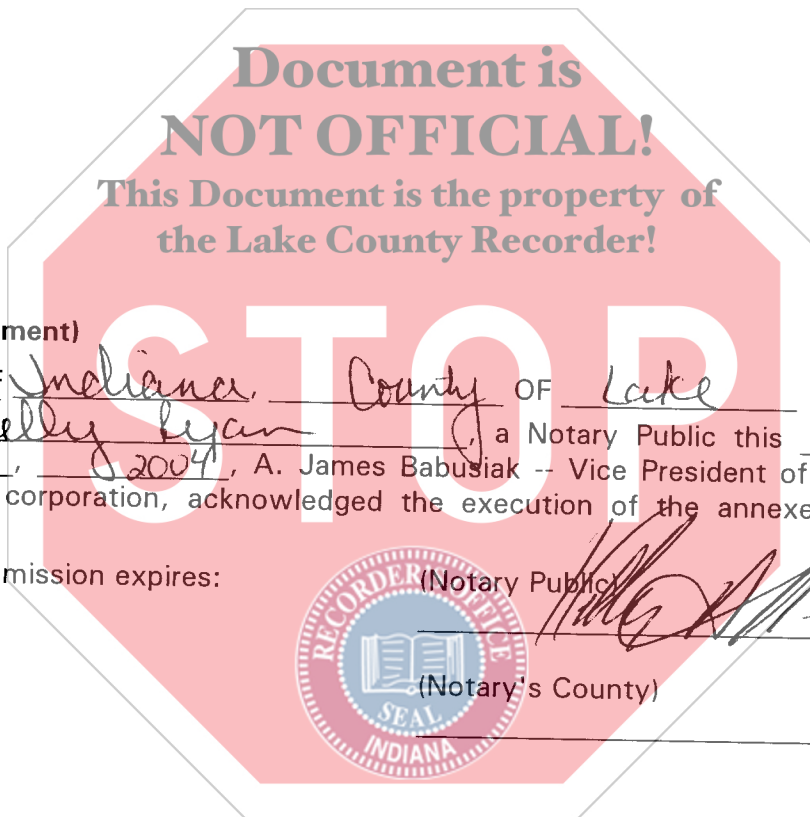
My commission expires:

(Notary Public)



(Notary's County)

KELLY A RYAN  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. NOV. 13, 2009



(Lender Acknowledgment)

State Indiana OF Indiana, County OF Lake ss.  
Before me, Kelly Ryan, a Notary Public this 27 day of January, 2004, A. James Babusiak -- Vice President of Mercantile National Bank of Indiana, a corporation, acknowledged the execution of the annexed instrument of the corporation.

My commission expires:

(Notary Public)



(Notary's County)

KELLY A RYAN  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. NOV. 13, 2009

This instrument was prepared by A. James Babusiak, Mercantile National Bank of Indiana, 5243 Hohman Avenue, Hammond, Indiana 46320