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<p><b>Mortgagor's Name And Address</b></p> <p><b>YALOWITZ MEDICAL BUILDING, LLC</b>  <b>400 W 84<sup>TH</sup> DR</b>  <b>MERRILLVILLE, IN 46410</b></p> <p>("Mortgagor" whether one or more)</p>	<p><b>BANK CALUMET NATIONAL ASSOCIATION</b>  f/k/a Calumet National Bank  <b>5231 Hohman Avenue</b>  <b>Hammond, Indiana 46320</b></p> <p>("Mortgagee")</p>	<p><b>Return to:</b></p> <p><b>BANK CALUMET</b>  <b>5231 Hohman Avenue</b>  <b>Hammond, Indiana 46320</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 27<sup>th</sup> day of November, 2002, recorded the 18<sup>th</sup> day of December, 2002, in the Office of the Recorder of Lake County, Indiana, as Document No. 2002 116965 (herein the "Mortgage"), is hereby amended as follows:

1.  **Note Modification, Renewal, Replacement or Extension.** The promissory note referenced in paragraph 1 of the Mortgage in the original principal amount of \$750,000.00 and dated the 27<sup>th</sup> day of November, 2002, (herein the "Note") has been modified as follows:

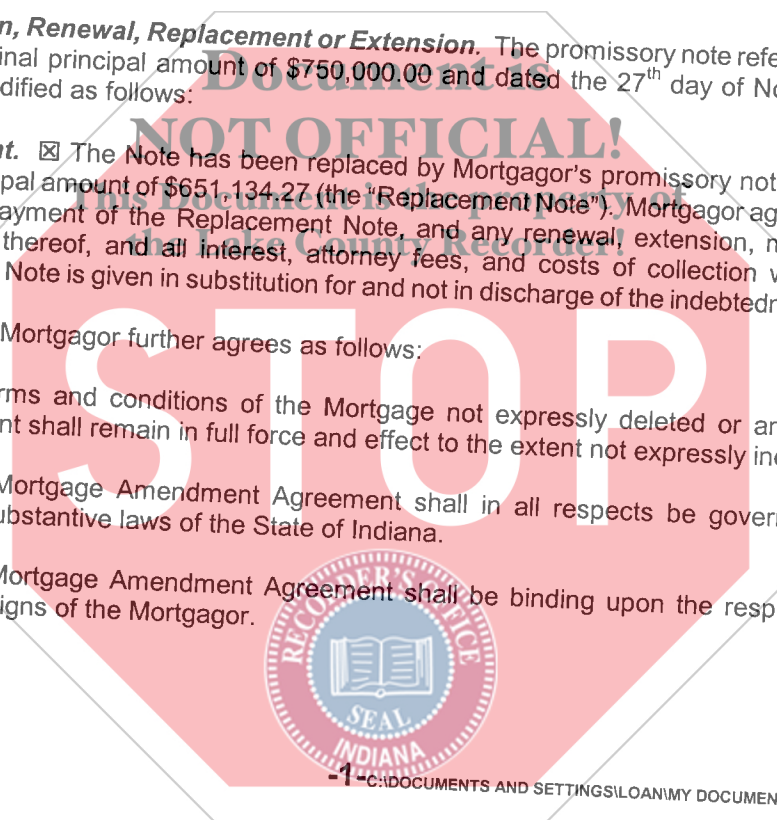
1.01. **Replacement.**  The Note has been replaced by Mortgagor's promissory note dated July 2, 2003 in the original principal amount of \$651,134.27 (the "Replacement Note"). Mortgagor agrees that the Mortgage shall secure the payment of the Replacement Note, and any renewal, extension, modification, 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.

2. **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.



**Stewart Title Services**  
of Northwest Indiana  
The Pointe  
5521 W. Lincoln Hwy.  
Crown Point, IN 46307

\$12.00  
DIB  
STS

EXECUTED and delivered in Lake County, Indiana this 2<sup>nd</sup> day of July, 2003.

Yalowitz Medical Building, LLC

By: Bruce R. Yalowitz  
Bruce R. Yalowitz, Member

"Mortgagor"

**Mortgagee's Consent to Modification**

Bank Calumet National Association hereby consents to the above mortgage modification this 2<sup>nd</sup> day of July, 2003.

Bank Calumet National Association

By: Bradley N. Sult  
Bradley N. Sult

Its: Assistant Vice President

STATE OF INDIANA )  
LAKE COUNTY )

)SS:  
)  
**Document is NOT OFFICIAL!**  
**ACKNOWLEDGMENT**  
This Document is the property of the Lake County Recorder!

Before me, a Notary Public in and for said County and State personally appeared Bruce R. Yalowitz, the Member of Yalowitz Medical Building, LLC, and acknowledged the execution of the above and foregoing Mortgage Modification Agreement for and on behalf of Yalowitz Medical Building, LLC, this 2nd day of July, 2003.

My Commission Expires:

Linda S. Wood  
Signature of Notary Public

My County of Residence Is: \_\_\_\_\_  
County, Indiana

Linda Wood  
Printed Name of Notary Public

This instrument was prepared by: Bradley N. Sult, Assistant Vice President/ar

**LINDA S. WOOD**  
**NOTARY PUBLIC - LAKE COUNTY, INDIANA**  
**MY COMMISSION EXPIRES OCTOBER 17, 2006**  
**RESIDENT LAKE COUNTY INDIANA**

