9

Mortgagor's Name And Address

SUMMIT GROUP, 2.0.0 4 029455 5401 W. 75<sup>TH</sup> AVENUE SCHERERVILLE, IN 46375

("Mortgagor" whether one or more)

BANK CALUMET NATIONAL ASSOCIATION 12

f/k/a Calumet National Bank 5231 Hohman Avenue Hammond, Indiana 46320

LAKE COUNTY Return to:

BANK CALUMET 5231 Hohman Avenue Hammond, Indiana 46320

("Mortgagee")

## 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 4th day of October, 2002, recorded the 8th day of October, 2002, in the Office of the Recorder of Lake County, Indiana, as Document No. **2002 090512** (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 \$740,000.00 and dated the 4th day of October, 2002, (herein the "Note") has been modified as follows:
  - 1.01. Replacement. The Note has been replaced by Mortgagor's promissory note dated 4<sup>th</sup> day of March, 2004 in the original principal amount of \$765,984.63 (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

This Document is the property of Mortgagor agrees that the Mortgage shall secure the payment of the Note as modified.

- 1. 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 4th day of March, 2004.

SUMMIT GROUP, L.L.C

Ву:\_\_\_\_

hn A/K/A Jack A. <del>Śla</del>ger, Member

"Mortgagor"

-1-

H:\NEW 96 (INDIANA)\MORTGAGE MODIFICATION AGREEMENT.DOG

## Mortgagee's Consent to Modification

Bank Calumet National Association hereby consents to the above mortgage modification this 4th day of March, 2004

**Bank Calumet National Association** 

Its: Vice President

STATE OF INDIANA

My Commission Expires:

March 5, 2008

)SS:

LAKE COUNTY

. .

## **ACKNOWLEDGMENT**

Before me, a Notary Public in and for said County and State personally appeared John A/K/A Jack A. Slager, the Member of Summit Group, L.L.C. and acknowledged the execution of the above and foregoing Mortgage Modification Agreement for and on behalf of Summit Group, L.L.C., this 4th day of March 2004.

This Document is the property of the Lake County, Indiana Sophie Zdraveski Residing in Lake County, Indiana County, Indiana This instrument was prepared by: Lisa J. Anderson, Vice President/sz

-2-

H:\NEW 96 (INDIANA)\MORTGAGE MODIFICATION AGREEMENT.DOC

Notary Public,