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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MORRIS W. WINTER  
RECORDER

**NOTE EXTENSION AND MORTGAGE AMENDMENT AGREEMENT**

THIS AGREEMENT is entered into by and between BANK CALUMET, 5231 Hohman Avenue, Hammond, Indiana (the "Bank"), and G. Thomas & Constance Fierek (collectively, if more than one, the "Borrower").

WHEREAS, The Borrower is indebted to Bank on a loan (the "Loan") as evidenced by:

1. A Bank Calumet Home Equity Line of Credit Agreement and Disclosure, dated the 2nd day of May, 1989 (the "Loan Agreement"); and
2. A Home Equity Line of Credit Promissory Note dated the same date as the Loan Agreement in a stated principal amount of \$ 35,000. (the "Note"); and
3. A Home Equity Real Estate Mortgage dated the same date as the Loan Agreement and recorded in the Lake County Recorder's Office on the 17th day of May, 1989, as Document No. 037213 (the "Mortgage"), which Mortgage is a lien and encumbrance on the real estate described therein (the "Real Estate"); and
4. A Mortgage Loan Extension Agreement (For Home Equity Line of Credit) (the "Extension Agreement") dated the 2nd day of May, 1994 pursuant to which the Bank extended the Loan's maturity to the 2nd day of May, 2004

which Loan Agreement, Note, Mortgage and Extension Agreement are hereinafter referred to collectively as the "Loan Documents"; and

WHEREAS, Bank and Borrower have agreed to further extend the date of maturity of the Loan and to modify and amend the Loan Documents accordingly in the manner agreed to herein.

For mutual consideration, the receipt of which is hereby acknowledged, the Borrower and Bank hereby agree as follows:

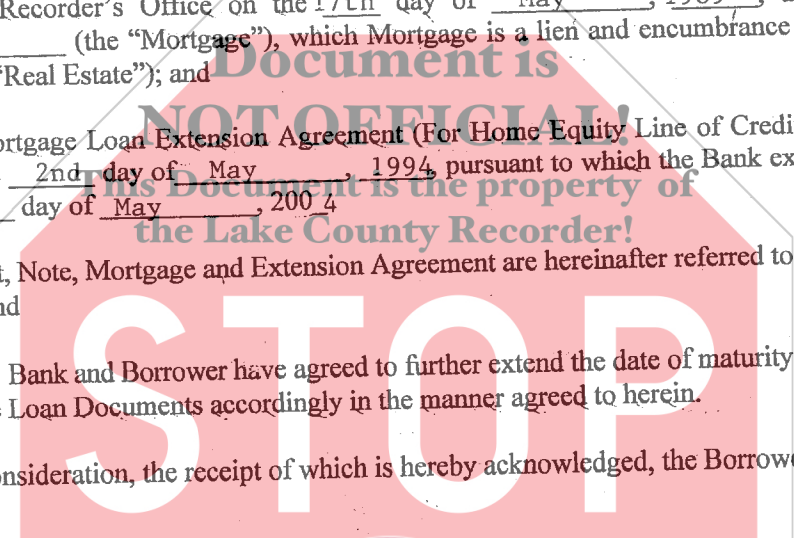
1. **AGREEMENT TO EXTEND MATURITY DATE OF NOTE AND AMEND MORTGAGE**

A. Subject to the terms and conditions of this Agreement, the maturity date of the Note is hereby extended to the 2nd day of May, 2014 (herein the "Extended Maturity Date") and the Loan Documents are amended accordingly. Borrower agrees that the Mortgage shall secure the payment of the Note as extended. On the Extended Maturity Date, the then outstanding balance of principal and accrued but unpaid interest will be due and payable. The Borrower acknowledges that this extension will have the effect of increasing the total amount of interest paid over the term of the Note.

2. **MARGIN.** The term "Margin" as defined in Section 23 of the Loan Agreement, and as used in the Loan Documents, shall be equal to 3/4 percent (.75 %).

3. **BORROWER'S COVENANTS, REPRESENTATIONS & WARRANTIES.**

- A. All other provisions of the Loan Documents not specifically referenced above are hereby modified and amended as of the effective date hereof, to be, in each and every instance, consistent with and in conformity to, the modifications and amendments hereto made to the Note, Loan Agreement and Mortgage as set forth above. To the extent the terms and conditions of this Agreement are in conflict with the Loan Documents, this Agreement shall control.
- B. Borrower hereby reaffirms and agrees to abide by and timely perform all of the terms, conditions and covenants in the Loan Documents as modified and amended hereby.
- C. Borrower hereby specifically agrees, warrants, represents and acknowledges that legally proper, sufficient and adequate consideration has been given to enter into this Agreement and that Borrower is and continues to be legally bound and obligated for the debt evidenced by the Loan Documents as modified and amended hereby.



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- D. Borrower further agrees that all terms, conditions and covenants of the Loan Documents shall remain unaltered and in full force and effect except as herein expressly modified and amended, all of which are incorporated herein by reference, and further that the modifications and amendments to the Loan Documents made by this Agreement shall not be construed or interpreted, and are not intended, to be made retroactive to the original date of the Loan Documents, but instead, are intended to be effective as of that date which is the date of this Agreement as set forth below.
- E. Borrower hereby warrants and represents to Bank that there is and will be no subsequent mortgage or other subsequent junior lien now or hereafter placed against the Real Estate, and that the lien of the Mortgage is and shall remain after the date hereof, a valid and subsisting lien on the Real Estate.
- F. Nothing herein contained shall be construed to impair the security of the Mortgage nor the rights and remedies of the Bank or its successors in interest under the Loan Documents nor affect nor impair any right or powers which they may have under the Loan Documents for the recovery of the debt with interest as provided in the Loan Documents.

4. **MISCELLANEOUS.**

- A. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Indiana.
- B. This Agreement may be amended only by a written amendment hereto, signed by Bank and Borrower.
- C. Bank shall not be deemed to have waived any of its rights upon or under this Agreement unless such waiver be in writing and signed by Bank. No delay or omission on the part of Bank in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.
- D. This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties. This Agreement may be signed in any number of counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, the Bank and the Borrower have executed this Agreement the 2nd day of MAY, 2004.

**BANK:**

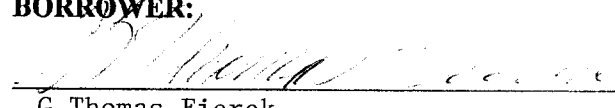
**BANK CALUMET**

By: 

Lawrence H Stengel

Title: Sr Vice-President

**BORROWER:**

  
G Thomas Fierek

  
Constance Fierek