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**Mortgagor's Name And Address** 

THE OLD BANK, LLC 138 S. MAIN STREET, STE. 300 CROWN POINT, IN 46307

("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 18<sup>th</sup> day of January, 2001, recorded the 24<sup>th</sup> day of January, 2001, in the Office of the Recorder of Lake County, Indiana as Document No. **2001005379** (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 \$879,255.15 and dated the 18<sup>th</sup> day of January, 2001, (herein the "Note") has been modified as follows:
  - 1.01. Replacement, The Note has been replaced by Mortgagor's promissory note dated 10<sup>th</sup> day of March, 2006 in the original principal amount of \$965,000.00 (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.
- 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.

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**EXECUTED** and delivered in Lake County, Indiana this 10<sup>th</sup> day of March, 2006.

THE OLD BANK, LLC

By: Ail C Cetter Manager

Richard C. Oesterle, Manager

"Mortgagor"

## Mortgagee's Consent to Modification

Bank Calumet National Association hereby consents to the above mortgage modification this 10<sup>th</sup> day of March, 2006.

By:

J. Daniel Shelby

STATE OF INDIANA

LAKE COUNTY

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SS This Document is the property of the Lake County Recorder!

Bank Calumet Nation

Before me, a Notary Public in and for said County and State personally appeared Richard C. Oesterle, the Manager of The Old Bank, LLC, and acknowledged the execution of the above and foregoing Mortgage Modification Agreement for and on behalf of The Old Bank, LLC, this 10<sup>th</sup> day of March, 2006.

Philip J. Ignars

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Notary Public, County, Indiana

My Commission Expires: 7-17-06

PHILIP J. IGNARSKI
Notary Public, State of Indiana
Lake County
My Commission Expires 07/17/06

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

Prescribed by the State Board of Accounts (2005) County Form 170

## Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

- I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:
  - 1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;

NOT OFFICIAL!

- 2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.
- I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

Signature of Declarant

J. Daniel Shelby, Vice President Printed Name of Declarant