2007 048186

STATE OF INDIANA
LAKE COUNTY
FILED FURTHEOUN

2007 JUNE 13 PH 1: 07
MICHAEL A. BROWN
RECORDER

**Mortgagor's Name And Address** 

Oil & Suds, Inc. 8202 Calumet Avenue Munster, IN 46321

("Mortgagor" whether one or more)

BANK CALUMET
NATIONAL
ASSOCIATION
f/k/a Calumet National Bank
5231 Hohman Avenue

("Mortgagee")

Hammond, Indiana 46320

Return to:

BANK CALUMET 5231 Hohman Avenue Hammond, Indiana 46320

CM 620061646

## 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 24<sup>th</sup> day of June, 2005, recorded the 30<sup>th</sup> day of June, 2005, in the Office of the Recorder of Lake County, Indiana, as Document No. 2005 054077 amended by Mortgage Modification Agreement recorded November 8, 2005 as Document No. 2005 098316 (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 \$1,100,000.00 dated the 24<sup>th</sup> day of June, 2005, (herein the "Note") has been modified as follows:
  - 1.01. Replacement. The Note has been replaced by Mortgagor's promissory note dated April 7, 2006 in the original principal amount of \$2,817,181.37 (the "Replacement Note").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.



**EXECUTED** and delivered in Lake County, Indiana this 7<sup>th</sup> day of April, 2006.

Oil & Suds, Inc.

Bharat Shah, President

Shah, President

"Mortgagor"

# Mortgagee's Consent to Modification

Bank Calumet National Association hereby consents to the above mortgage modification this 7<sup>th</sup> day of April, 2006

**Bank Calumet National Association** 

Doctym

Steven R. Dahlkamp

NOT OF

ICIAI!

This Document is the property of the Lake County Recorder!

STATE OF INDIANA

LAKE COUNTY

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared Bharat Shah, the President of Oil & Suds, Inc., and acknowledged the execution of the above and foregoing Mortgage Modification Agreement for and on behalf of

Oil & Suds, Inc., this 7<sup>th</sup> day of April, 2006.

NOTINEY PUBLIC

STACEY EISENHUTT
LAKE COUNTY
MY COMMISSION EXPIRES

SS:

Residing in Lake County, Indiana

Notary Public,

My Commission Expires:

This instrument was prepared by: Steven R. Dahlkamp, Vice President/al

No: 620051797

#### EXHIBIT A

## LEGAL DESCRIPTION

Parcel 1A: The West 100 feet of Lot 1, Lincoln Ridge, in the Town of Merrillville, as shown in Plat Book 50, page 89 and also

Parcel 1B: Lot 1-A, a Resubdivision of Lot 1, in Lincoln Ridge, in the Town of Merrillville, as shown in Plat Book 56, page 8, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: Part of the Southwest Quarter of the Northeast Quarter of Section 20, Township 35 North, Range 8 West of the 2nd Principal Meridian, more particularly described as follows: Beginning at a point on the East line of the West half of the West half of the Southwest Quarter of the Northeast Quarter of said section and 865.40 feet South of the North line thereof; thence South along the East line of said West half of the West half of the Southwest quarer of the Northeast Quarter a distance of 150.00 feet; thence East 30.00 feet; thence South 259.55 feet more or less to the North right-of-way line of U.S. Highway #30; thence East along the said North right-of-way line of Highway #30 a distance of 57.57 feet, more or less, to the West line of the East 27.652 acres of the Southwest Quarter of the Northeast Quarter of said section; thence North along the West line of said East 27.652 acres a distance of 409.66 feet to a point 865.40 feet South of the North line of the Southwest Quarter of the Northeast Quarter of said section; thence West parallel to the North line of said Southwest Quarter of the Northeast Quarter of said section a distance of 86.07 feet more or less to the point of beginning, Lake County, Indiana.

# NOT OFFICIAL!

Parcel 3: Lot 6, except the West 100 feet thereof, in Highland Acres, in the Town of Highland, as per plat thereof, recorded in Plat Book 27, page 69, in the Office of Recorder of Lake County, Indiana, except the Westerly 20 feet thereof and the Northerly 6 feet thereof, and also excepting therefrom the following described tract: Beginning on the Southeast corner of said lot, which point is where the North boundary of Main Street meets the Northwesterly boundary of said Main Street and U.S. 41 (also known as Indianapolis Boulevard); thence North 89 degrees, 1 minute, 02 seconds West 23.07 feet along the South line of said lot; thence North 48 degrees, 21 minutes 51 seconds East 66.84 feet to a corner on the Southeastern line of said lot; thence South 31 degrees 01 minute, 52 seconds West 52.14 feet along said Southeastern line to the point of beginning, now known as Lot 1, Duke of Oil, an Addition to the Town of Highland, Lake County, Indiana as per plat thereof, recorded in Plat Book 92, page 73, in the Office of the Recorder of Lake County, Indiana.

