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MORTGAGOR'S NAME AND ADDRESS PEOPLES BANK SB NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 26, 1985 AND KNOW AS TRUST NO. 5003 <hr/> 9725 PARKWAY DR. <hr/> HIGHLAND, IN 466322 <hr/> ("MORTGAGOR" WHETHER ONE OR MORE)	PEOPLES BANK SB 9204 COLUMBIA AVENUE MUNSTER, IN 46321  ("MORTGAGEE")	RETURN TO: PEOPLES BANK SB 9204 COLUMBIA AVENUE MUNSTER, IN 46321 2013 052332
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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 16th day of March, 2001, recorded the 26th day of March, 2001, in the Office of the Recorder of Lake County, Indiana, as Document No. 2001 021436(herein the "Mortgage"), is hereby amended as follows:

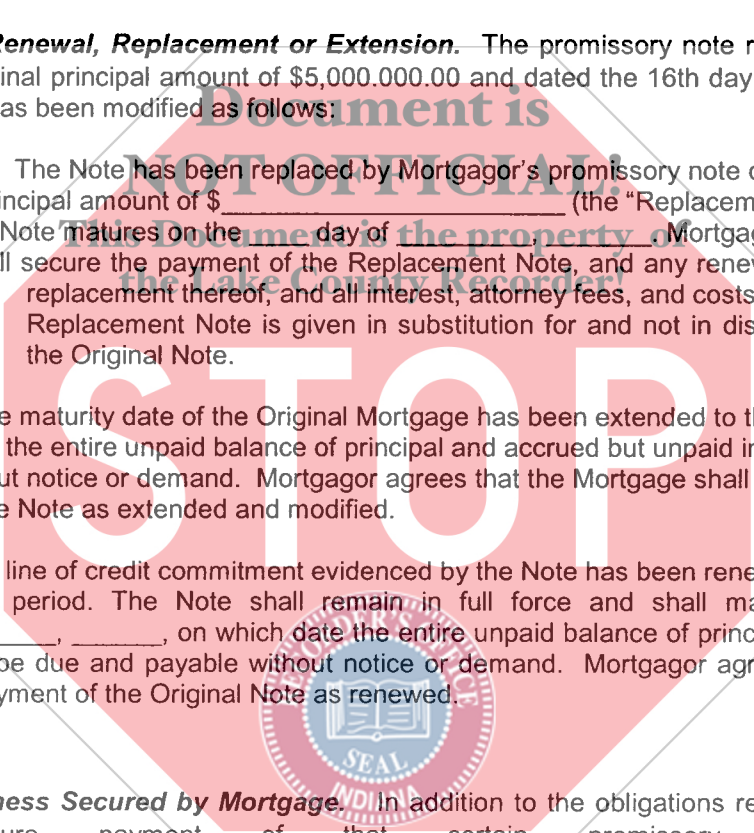
1. **Note Modification, Renewal, Replacement or Extension.** The promissory note referenced on page 1 of the Mortgage with an original principal amount of \$5,000,000.00 and dated the 16th day of March, 2001, herein the "Original Mortgage") has been modified as follows:

- 1.1. Replacement. The Note has been replaced by Mortgagee's promissory note dated _____ in the original principal amount of \$ _____ (the "Replacement Note") which Replacement Note matures on the _____ day of _____, 2001. Mortgagee 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 Original Note.
- 1.2. Extension. The maturity date of the Original Mortgage has been extended to the 1st day of January 2023 on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagee agrees that the Mortgage shall continue to secure the payment of the Note as extended and modified.
- 1.3. Renewal. The line of credit commitment evidenced by the Note has been renewed for a _____ day month year period. The Note shall remain in full force and shall mature on the _____ day of _____, _____, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagee agrees that the Mortgage shall secure the payment of the Original Note as renewed.

2. **Additional Indebtedness Secured by Mortgage.** In addition to the obligations referred to in the Mortgage it shall also secure payment of that certain promissory note executed by _____ dated the _____ day of _____, _____ in the original principal amount of \$ _____, which note matures on the _____ day of _____, _____, together with all advances made from time to time thereunder, and any and all renewals, modifications, replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto.

3. **Additional Modification.** The Mortgage is further modified as follows:

#4461211229
\$19 non conf
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EB



2013 JUL 17 AM 9:15
MICHAEL J. DEKOR
CLERK
STATE OF INDIANA
LAKE COUNTY
OFFICE OF THE RECORDER

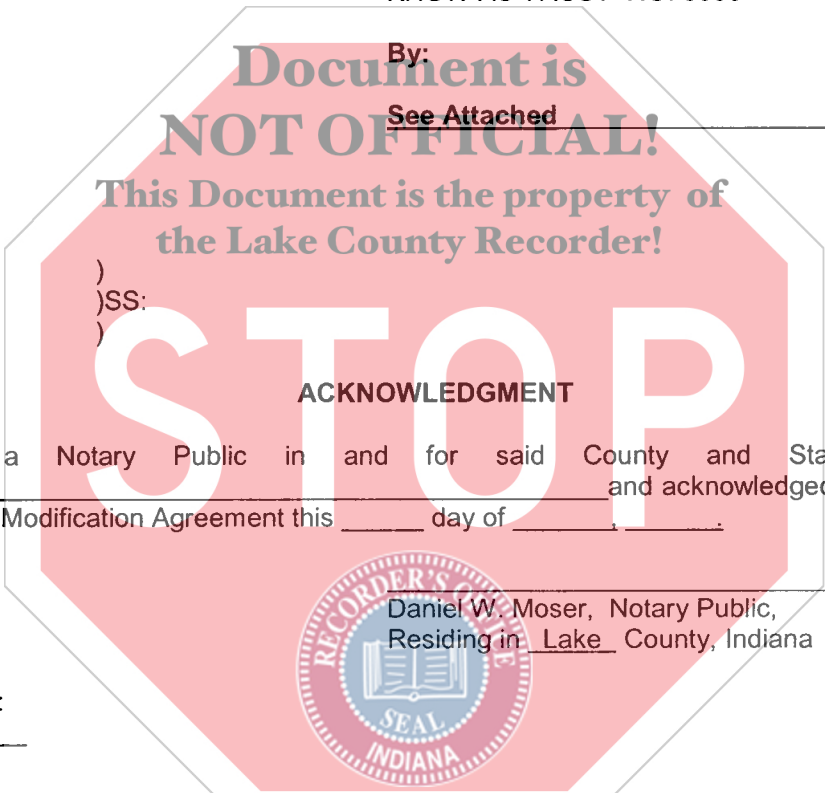
- 3.1. Modification to Existing Mortgage Provision. Paragraph _____ of the Mortgage is amended to provide as follows:
- 3.2. Addition of Additional Mortgage Provision. The following provision is added to the Mortgage as paragraph _____:
- 3.3. Deletion of Mortgage Provision. Paragraph _____ is hereby deleted from the Mortgage.

4. *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 **28th** day of June, 2013.

PEOPLES BANK SB NOT PERSONALLY BUT AS TRUSTEE
 UNDER TRUST AGREEMENT DATED MARCH 26, 1985 ABD
 KNOW AS TRUST NO. 5003



STATE OF INDIANA)
 LAKE COUNTY)

) SS:
)

ACKNOWLEDGMENT

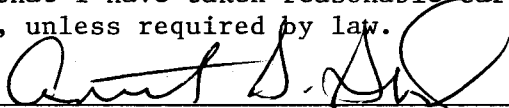
Before me, a Notary Public in and for said County and State personally appeared _____ and acknowledged the execution of the above and foregoing Mortgage Modification Agreement this _____ day of _____.

Daniel W. Moser, Notary Public,
 Residing in Lake County, Indiana

My Commission Expires:
September 15, 2013

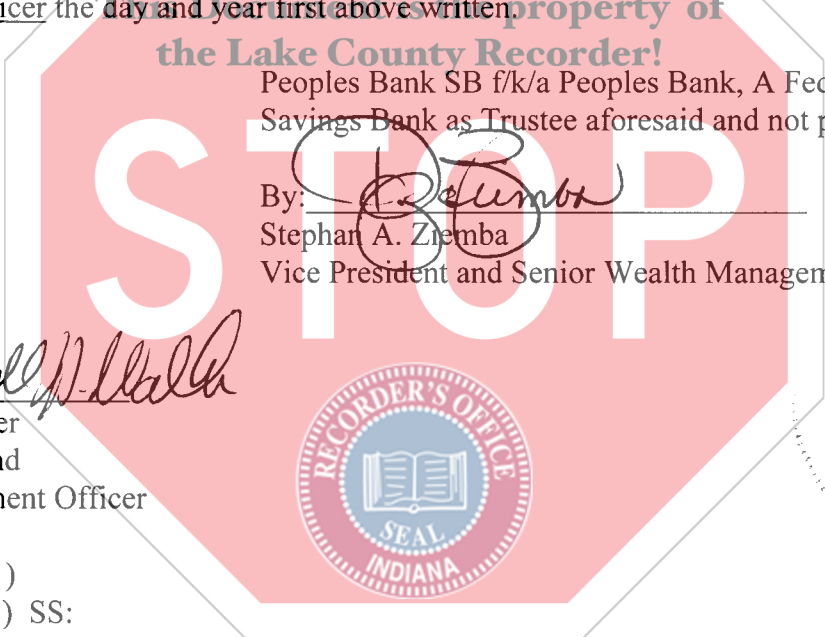
This instrument was prepared by: Margaret Travis, Loan Operations

I, affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.


 Antoinette S Shettles, AVP, Loan Servicing

Attachment to a Mortgage Modification Agreement for Land Trust No. 5003

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 26th day of March, 1985, creating Trust No. 5003; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the Trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank, on account hereof, or on account of any covenant, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. Nothing contained herein will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally, is not a "Transferor" or "Transferee" under RPTL and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument. IN WITNESS WHEREOF, Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank has caused its name to be signed to these presents by its Vice President and Senior Wealth Management Officer and attested by its Vice President and Wealth Management Officer the day and year first above written.



Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank as Trustee aforesaid and not personally,

By: [Signature]
Stephan A. Ziemba
Vice President and Senior Wealth Management Officer

ATTEST:

By: [Signature]
Randall H. Walker
Vice President and
Wealth Management Officer

State of Indiana)
) SS:
County of Lake)

I, Laura A. Townsend, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Stephan A. Ziemba and Randall H. Walker of PEOPLES BANK SB, an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Senior Wealth Management Officer and Vice President and Wealth Management Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of the said Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 2nd day of July, 2013.

My Commission Expires:
03/12/2016
Resident of Lake County

[Signature]
Notary Public Signature
Laura A. Townsend, Notary Public

