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1998-07-30 14:52:16
Cook County Recorder 71.00

SECOND CREDIT LINE MODIFICATION AGREEMENT

WHEREAS, Citizens Financial Services, FSB, formerly known as Citizens Federal Savings and Loan Association of Hammond, Indiana (Lender) granted a revolving line of credit to Lansing Sportsman's Club, an Illinois Corporation d/b/a Lansing Country Club, Inc., an Illinois Not-for-Profit Corporation (Borrower), Mercantile National Bank of Indiana, a National Banking Association, as Trustee under a certain Trust Agreement, dated the 11th day of October, 1972, and known as Trust No. 2984 (Indiana Trustee Mortgagor) and First National Bank of Illinois, as Trustee under the provisions of a certain Trust Agreement, dated the 3rd day of October, 1980 and known as Trust No. 3174 (Illinois Trustee Mortgagor) with a credit limit of Forty Thousand Dollars (\$40,000.00) as evidenced by a Line of Credit/Variable Interest Rate Promissory Note and Line of Credit Agreement (Note and Agreement) executed on December 8, 1986;

WHEREAS, to secure the repayment of the Note and Agreement, Borrower and Illinois Trustee Mortgagor executed and delivered to Lender a Real Estate Mortgage (Illinois Mortgage) dated December 10, 1986, which Illinois Mortgage was recorded in the Office of the Recorder of Cook County, Illinois on December 22, 1986 as Document No. 86610519, which Illinois Mortgage affects the real estate as described on the attached Exhibit "A";

WHEREAS, to secure the repayment of the Note and Agreement, Borrower and Indiana Trustee Mortgagor executed and delivered to Lender a Real Estate Mortgage (Indiana Mortgage) dated December 11, 1986, which Indiana Mortgage was recorded in the Office of the Recorder of Lake County, Indiana on December 18, 1986 as Document No. 892125 and re-recorded on December 31, 1986 as Document No. 894092, which Indiana Mortgage affects the real estate as described on the attached Exhibit "B";

WHEREAS, Borrower sold Parcel 1 described on the attached Exhibit "A" and Lender released that parcel from collateral on July 25, 1991;

WHEREAS, said Note and Agreement, the Illinois Mortgage and the Indiana Mortgage were subsequently modified by a Line of Credit Modification Agreement (First Modification) dated November 30, 1994, which modification was recorded in the Office of the Recorder of Lake County, Indiana as Document No. 94087105 and in the Office of the Recorder of Cook County, Illinois as Document No. 04021099;

WHEREAS, the Note and Agreement, the Illinois Mortgage, the Indiana Mortgage and the First Modification are hereby incorporated herein as part of this Second Line of Credit Modification Agreement (Agreement);

WHEREAS, Borrower has requested a second modification of the terms of said line of credit for the purpose of increasing the credit limit from One Hundred Forty Thousand Dollars (\$140,000.00) to Two Hundred Fifty Thousand Dollars (\$250,000.00);

Box 333

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WHEREAS, Lender is willing to grant Borrower's request provided that Borrower, Illinois Trustee Mortgagor and Indiana Trustee Mortgagor agree to modify the existing line of credit under the current line of credit terms and modify the Illinois and Indiana Mortgages to secure a revolving line of credit;

THEREFORE, Lender, Borrower, Illinois Trustee Mortgagor and Indiana Trustee Mortgagor agree to modify the above-described line of credit as follows:

1. The credit limit shall be \$250,000.00.
2. The Illinois Mortgage and Indiana Mortgages are hereby modified to secure the entire amount of the above-described revolving line of credit.
3. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or part of the Note and Agreement, the Illinois Mortgage and the Indiana Mortgage. Except as otherwise specifically provided in this Agreement, the Note and Agreement, the Illinois Mortgage, the Indiana Mortgage and the First Modification shall remain unchanged and in full effect, and the Borrower, Illinois Trustee Mortgagor, Indiana Trustee Mortgagor and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

IN WITNESS WHEREOF, Lender, Borrower, Illinois Trustee Mortgagor and Indiana Trustee Mortgagor have executed this Agreement on this 28th day of July, 1998.

CITIZENS FINANCIAL SERVICES, FSB

LANSING SPORTSMAN'S CLUB, an Illinois Corporation d/b/a LANSING COUNTRY CLUB, Inc. an Illinois Not-for-Profit Corporation

By: Jeffrey C. Stur
Jeffrey C. Stur, Vice President

By: Ronald Balka
Ronald Balka, President

Attest: Virginia L. Michalik

Robert Kishler
Robert Kishler, Treasurer

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FIRST NATIONAL BANK OF ILLINOIS as Trustee under the provisions of a certain Trust Agreement, dated the 3rd day of October, 1980 and known as Trust No. 3174

By: See signature page attached

MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, as Trustee under the provisions of a Trust Agreement, dated the 11th day of October, 1972, and known as Trust No. 2984

By: See signature page attached

STATE OF INDIANA)

)SS:

COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, on this 28 day of July, 1998 personally appeared JEFFREY C. STUR, and Virginia Michalik personally known to me to be the VICE PRESIDENT AND Assistant Vice President respectively of CITIZENS FINANCIAL SERVICES FSB and each acknowledged execution of the foregoing instrument for and on behalf of said corporation and by authority of its Board of Directors.

IN WITNESS WHEREOF, I have affixed my hand and Notarial Seal.

Teresa L. Taylor
Teresa L. Taylor, Notary Public

My Commission Expires: 02-28-08
County of Residence: Lake

STATE OF)

)SS:

COUNTY OF)

Before me, a Notary Public in and for said County and State, on this 25 day of July, 1998 personally appeared Lansing Sportsman's Club, an Illinois Corporation d/b/a Lansing Country Club, Inc. an Illinois Not-for-Profit Corporation, by Ronald Balka, and Robert Kishler its President and Treasurer respectively, and each acknowledged execution of the foregoing instrument.

IN WITNESS WHEREOF, I have affixed my hand and Notarial Seal.

Teresa L. Taylor
Teresa L. Taylor, Notary Public

My Commission Expires: 02-28-08
County of Residence: Lake

return to Box 333

THIS INSTRUMENT PREPARED BY:
+ mail to:

Brian L. Goins, Vice President
Citizens Financial Services, FSB
707 Ridge Road, Munster, IN 46321
IN Atty No: 8616-45
Cook Co. Atty No: 18640

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EXHIBIT "A"

PARCEL 1: THE NORTHEAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 5, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THE FOLLOWING SIX PARCELS OF LAND: (1) THAT PART THEREOF LYING NORTHERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD; (2) THAT PART THEREOF LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THE 100 FEET RIGHT OF WAY OF THE CHICAGO, GRAND TRUNK RAILROAD; (3) THAT PART THEREOF LYING SOUTHERLY AND SOUTHEASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE BOUNDARY LINE BETWEEN THE STATES OF ILLINOIS AND INDIANA WHICH IS 569.23 FEET NORTH OF THE SOUTHEAST CORNER OF THE SAID NORTHEAST FRACTIONAL QUARTER OF SAID FRACTIONAL SECTION 5; THENCE WEST A DISTANCE OF 53.32 FEET TO AN ANGLE POINT; THENCE SOUTHWESTERLY TO A POINT 461.74 FEET NORTHERLY FROM THE SOUTH LINE OF SAID NORTHEAST FRACTIONAL QUARTER AND 175 FEET WEST OF SAID STATE LINE; THENCE CONTINUE SOUTHWESTERLY TO A POINT 266.67 FEET NORTH OF THE SAID SOUTH LINE OF SAID NORTHEAST FRACTIONAL 1/4 AND 393.46 FEET WEST OF THE SAID STATE LINE; THENCE CONTINUE SOUTHWESTERLY, A DISTANCE OF 403.62 FEET MORE OR LESS TO A POINT IN THE EAST AND WEST CENTER LINE OF SAID SECTION 5, 692.32 FEET (MEASURED ALONG SAID EAST AND WEST CENTER LINE) WEST OF THE SOUTHEAST CORNER OF THE SAID NORTHEAST FRACTIONAL QUARTER; (4) THE WEST 200 FEET OF THE SOUTH 4 1/2 ACRES OF THAT PART OF THE SOUTH 1/2 OF THE SAID FRACTIONAL NORTHEAST 1/4 OF FRACTIONAL SECTION 5, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF SAID FRACTIONAL NORTHEAST 1/4 OF SAID FRACTIONAL SECTION 5; THENCE RUNNING SOUTH ALONG THE WEST LINE OF FRACTIONAL NORTHEAST 1/4 OF SAID FRACTIONAL SECTION 5, A DISTANCE OF 411.9 FEET; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT IN THE STATE LINE BETWEEN ILLINOIS AND INDIANA WHICH IS 413.1 FEET (MEASURED ALONG SAID STATE LINE) SOUTH OF THE NORTHEAST CORNER OF SAID HALF OF SAID FRACTIONAL NORTHEAST 1/4 OF SAID FRACTIONAL SECTION 5; THENCE NORTHERLY ALONG SAID STATE LINE TO THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF SAID FRACTIONAL SECTION 5; THENCE WESTERLY ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF SAID FRACTIONAL NORTHEAST 1/4 OF SAID FRACTIONAL SECTION 5, TO THE PLACE OF BEGINNING (5) THAT PART OF SAID NORTHEAST FRACTIONAL QUARTER, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE THEREOF, THAT IS 227.19 FEET NORTH OF THE CENTER OF SAID FRACTIONAL SECTION; THENCE SOUTHEASTERLY ON A LINE WHICH IS PARALLEL TO AND 66 FEET NORTH OF THE NORTH LINE OF THE 100 FEET RIGHT OF WAY OF THE CHICAGO AND GRAND TRUNK RAILROAD, A DISTANCE OF 128.38 FEET TO ITS INTERSECTION WITH A LINE WHICH IS PARALLEL TO AND 161.64 FEET NORTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 5; THENCE EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 115.5 FEET MORE OR LESS TO A POINT WHICH IS PARALLEL WITH AND 226 FEET EAST OF THE WEST LINE OF SAID NORTHEAST FRACTIONAL QUARTER; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 105 FEET TO A LINE WHICH IS PARALLEL TO AND 266.64 FEET NORTH OF THE SAID EAST AND WEST CENTER LINE OF SAID SECTION 5; THENCE WEST ALONG SAID PARALLEL LINE, 226 FEET TO THE WEST LINE OF THE SAID NORTHEAST FRACTIONAL QUARTER; THENCE SOUTH ALONG THE SAID WEST LINE TO THE POINT OF BEGINNING); (6) THE WEST 2 ACRES OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST FRACTIONAL QUARTER DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF SAID FRACTIONAL NORTHEAST 1/4 OF SAID FRACTIONAL SECTION 5; 411.9 FEET (MEASURED ALONG SAID WEST LINE) SOUTH OF THE NORTHWEST CORNER OF SAID SOUTH 1/2 OF SAID FRACTIONAL NORTHEAST 1/4 OF SAID FRACTIONAL SECTION 5; THENCE RUNNING SOUTH ALONG SAID WEST LINE OF SAID FRACTIONAL NORTHEAST 1/4 OF SAID FRACTIONAL SECTION 5, 263.3 FEET; THENCE RUNNING EASTERLY IN A STRAIGHT LINE TO A POINT IN

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EXHIBIT "A"

THE STATE LINE BETWEEN ILLINOIS AND INDIANA, 677.1 FEET (MEASURED ALONG THE SAID STATE LINE) SOUTH OF THE NORTHEAST CORNER OF SAID SOUTH 1/2 OF SAID FRACTIONAL NORTHEAST 1/4 OF SAID FRACTIONAL SECTION 5; THENCE NORTHERLY ALONG SAID STATE LINE, 264 FEET; THENCE WESTERLY IN A STRAIGHT LINE TO THE PLACE OF BEGINNING; PARCEL 1 THAT PART OF THE EAST 1/2 OF FRACTIONAL SECTION 5, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN BLOOM TOWNSHIP, COOK COUNTY, ILLINOIS, DESCRIBED AS BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF THE 100 FEET RIGHT OF WAY OF THE CHICAGO AND GRAND TRUNK RAILROAD COMPANY THAT IS 324.49 FEET SOUTHEASTERLY FROM THE E-W CENTER LINE OF SAID FRACTIONAL SECTION 5, MEASURED ALONG SAID NORTHEAST RIGHT OF WAY LINE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID 100 FEET RIGHT OF WAY, 704.44 FEET MORE OR LESS TO THE INDIANA-IL STATE BOUNDARY LINE; THENCE NORTHERLY ALONG SAID ILLINOIS-INDIANA BOUNDARY LINE 750.87 FEET TO A LINE THAT IS PARALLEL TO AND 266.67 FEET NORTH OF THE E-W CENTER LINE OF SAID FRACTIONAL SECTION 5; THENCE WEST ON SAID 266.67 FOOT PARALLEL LINE, 128.58 FEET MORE OR LESS TO THE SOUTHEASTERLY LINE OF THE 175 FOOT WIDE RIGHT OF WAY OF PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS; THENCE SOUTHWESTERLY ON SAID SOUTHEASTERLY RIGHT OF WAY LINE, 653.65 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PIN#s 33-05-200-001, 005, 008, 010, 013,
33-05-200-015, 017, 020, 022, 023, 024.
33-05-400-048.

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EXHIBIT "B"

PARCEL 1: ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN IN THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA, LYING SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE PENN-CENTRAL RAILROAD.

PARCEL 2: THAT PART OF THE FRACTIONAL NORTHWEST QUARTER AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, BORDERED ON THE NORTH BY THE NORTHERN INDIANA PUBLIC SERVICE COMPANY'S RIGHT OF WAY AS CONVEYED IN DEED RECORD 343, PAGE 497, BORDERED ON THE WEST BY THE INDIANA-ILLINOIS STATE LINE, BORDERED ON THE SOUTH BY THE GRAND TRUNK RAILROAD, BORDERED ON THE EAST BY THE LOUISVILLE AND NASHVILLE RAILROAD, FORMERLY THE CHICAGO, INDIANAPOLIS AND LOUISVILLE RAILROAD, AND BORDERED ON THE NORTHEAST BY THE PENN-CENTRAL RAILROAD, EXCEPT THAT PART THEREOF CONVEYED IN DEED RECORDED JANUARY 10, 1980 AS DOCUMENT NO. 568251, ALL IN THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA.

PARCEL 3: THAT PART OF THE NORTH 40 FEET OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF THE PITTSBURG, CINCINNATI, AND ST. LOUIS RAILROAD (FORMERLY THE CHICAGO, ST. LOUIS AND PITTSBURG RAILROAD) (NOW KNOWN AS THE PENN-CENTRAL RAILROAD COMPANY) IN THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA.

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THIS SECOND CREDIT LINE MODIFICATION AGREEMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 11th day of October, 1972, creating Trust #2984; 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, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, 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 MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being 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 shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, COMPENSATION and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State, or local law, rule or regulation. MERCANTILE NATIONAL BANK OF INDIANA, personally is not a "Transferor or Transferee" under the Act 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.

Furthermore, the information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Trust Officer and its corporate seal hereunto affixed and attested by its Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE
AFORESAID AND NOT PERSONALLY,

BY: Mary Ann Zembala
Mary Ann Zembala, Trust Officer

ATTEST:

James V. Bushemi
James V. Bushemi, Trust Officer

STATE OF INDIANA)

COUNTY OF LAKE)

Before me, a Notary Public in and for said County in the State aforesaid, Mary Ann Zembala and James V. Bushemi of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Officer respectively, appeared 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 said National Banking Association, as Trustee, for the uses and purposes therein set forth; and James V. Bushemi did also then and there acknowledge that he/she as custodian of the corporate seal of said National Banking Association, did affix the said corporate seal of said National Banking Association to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28th day of July, 1998.

Jannett L. Gibson
Notary Public **JANNETT L. GIBSON**
My Commission Expires: Apr. 29, 2000
County of Residence: LAKE

Resident of Lake County

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