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(lot 72) 9713 Buchanan, Cross Point

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NOTE AND MORIGICE EXTENSION AND MODIFICATION AGREFMENT

THIS AGREEMENT, entered into this 7th day of July, 1980, by and beckeen MERCANTILE NATIONAL BANK OF INDIANA, in its corporate capacity, First Party; and HALLMARK CONSTRUCTION, INC., an Indiana Corporation, Second Party; WINTESSETH:

WHEREAS, on the 7th day of July, 1978, Second Party executed its certain promissory note in the principal sum of FIFTY SIX THOUSAND AND NO/100 COLLARS (\$56,000.00), which note was payable to the First Party on or before CNE YEAR, with interest payments due semi-ennually, at the rate of NINE AND CNE-SALF per cent (948) per annual, and

WHEREAS, said note was secured by a mortgage of even date, executed by the Second Party to MERCANTILE NATIONAL BANK OF INDIANA, in the sum of FIFTY SIX THOUSAND AND NO/100 DOLLARS (\$56,000.00); said mortgage was recorded on July 17, 1978, as Document No. 479411. in the Recorder's Office of Lake County, Indiana; and

WHEREAS, it was the desire of the Second Party to extend the time of paying of the balance of this note for a period of SIX MONTHS, from July 7, 1979 to January 7, 1980, with interest payments due semi-enmually, and with interest of the rate of ELEVEN per cent (118) per ammus, rather that NINE AND ONE-HALF Cap cent (940) per ammus; and

WHEREAS, it was the desire of the Second Party to again extend the time of paying of the balance of this note for a period of SIX MONTHS, incom January 7, 1980 to July 7, 1980, with interest due semi-enemally, and with interest at the rate of FIFTHEN AND ONE-QUARTER per cent (15 1/4%) per annua, rather than ELEVEN per cent (11%) per annum; and

WHEREAS, it is now the desire of the Second Party to again extend the time of paying of the balance of this note, for a period of SIX MONTES, from, July 7, 1980 to January 7, 1981, and to increase the principal balance of said note and mortgage, herein referred to, from FIFTY SIX THOUSAND AND NO/100 DOLLARS (\$56,000.00) to SIXTY THREE THOUSAND AND NO/100 DOLLARS (\$63,000.00); and with interest at the rate of THORREM per cent (139) per annum, rather than FIFTEEN AND ONE-QUARTER per cent (15 1/4%) per annum.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the extension of the time of payment, the increase in the principal balance, and the change in the interest rate of said note and mortgage, herein referred to, it is hereby agreed that.



FIRST PARTY AGREES that the principal balance shall be changed from FIFTY SIX THOUSAND AND NO/100 DOLLARS (\$56,000.00) to SIXTY THREE THOUSAND AND NO/100 DOLLARS (\$63,000.00), and the interest from FIFTEEN AND ONE CLARGER per cent (15 1/4%) per armum to THIRTEEN per cent (13%) per annua, and the time of payment be extended as set out above.

IT IS FURTHER AGREED that all provisions of the note and mortgage, herein referred to, shall continue in full force and effect, except as modified by this Agreement.

WITNESS OUR HAND AND SEAL this 7th day of July, 1980.

Barry E. Deakin, Assistant V. President

MERCANTILE NATIONAL BANK OF INDIANA

Robert J. Anadall, Assistant V. President

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HALLMARK CONSTRUCTION, INC.

Elizabeth F. Harwood, Secretary treasurer

STRIE OF INDIANA, Lake COUNTY, 55:

Before me, the undersigned, a Notary Public in and for said County, this 7th day of July, 1980, came Robert J. Anadell, Assistant Vice President, and Harry E. Deakin.

Assistant Vice President, of Mercantile National Bank of Indiana, and acknowledged the execution of the foregoing instrument. WITNESS my hand and official seal.

My commission expires March 8, 1984 County of Residence: Lake

Violecta E. Barr - Notary Public

STATE OF INDIANA, Lake COUNTY, 58:

Before me, the undersigned, a Notary Public in and for said County, this 7th day of July, 1980, came Ronald L. Harwood, President, and Elizabeth F. Harwood, Secretary-Treasurer, of Hallmark Construction, Inc., and acknowledged the execution of the foregoing instrument. WITNESS my hand and official seal.

My commission expires warch 8 1984 County of Residence Lake

Violetta E. Barr - Notary Public

This instrument was prepared by Robert J. Anadell