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Pol 371422 LD Munster Indiana
Pol 371422 LD Mercantile Natl Bk of
Indiana; 5243 Hohman Ave; Hammond, Ir

NOTE AND MORTGAGE EXTENSION AND MODIFICATION AGREEMENT CHICAGO

THIS AGREEMENT, entered into this 1st day of December 1981, by and between MERCANTILE NATIONAL BANK OF INDIANA, in its corporate capacity, First Party; and MERCANTILE NATIONAL BANK OF INDIANA, as Trustee, under Trust Agreement dated March 31, 1977, and known as Trust No. 3562, Second Party;

WHEREAS, on the 30th day of November, 1978, Second Party executed its certain promissory note in the principal sum of EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00), which note was payable to the First Party on or before May 30, 1979, with interest payments due semi-annually at the rate of ELEVEN per cent (11%) per annum; 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 EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00); said mortgage was recorded on December 14, 1978, as Document No. 507178, in the Office of the Recorder of Lake County, Indiana; and

WHEREAS, it was the desire of the Second Party to extend the time of payment of the balance of this note for a period of SIX MONTHS, from May 30, 1979 to November 30, 1979, with interest payments due semi-annually, and with interest at the rate of the VEN and ONE-HALF per cent (11 1/2%) per annum, rather than ELECT per cent (11%) per annum; and

WHEREAS, it was the desire of the Second Party to again sextend the time of payment of the balance of this note for a period of SIX MONTHS, from November 30, 1979 to May 30, 1980, with interest payments due semi-annually, and with interest at the rate of FIFTEEN and ONE-QUARTER per cent (15 1/4%) per annum rather than ELEVEN and ONE-HALF per cent (11 1/2%) per annum; and

WHEREAS, it was the desire of the Second Party to again extend the time of payment of the balance of this note for a period of SIX MONTHS, from May 30, 1980 to December 1, 1980 with interest payments due semi-annually, and with interest at the rate of FOURTEEN per cent (14%) Variable, Chicago Prime Rate, as announced by American National Bank and Trust Company of Chicago, to be changed the first of the month following the Prime Rate Change; and

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WHEREAS, it was again the desire of the Second Party
to extend the time of payment of the balance of this note for a
period of SIX MONTHS, from December 1, 1980 to June 1, 1981, with
interest payments due semi-annually, and with interest to be at ONE
per cent (1%) per annum over the Chicago Prime Rate, Variable, as
announced by the American National Bank and Trust Company of Chicago,
to be changed on the first of the month following the prime rate change;
and

WHEREAS, it was again the desire of the Second Party to extend the time of payment of the balance of this note for a period of SIX MONTHS, from June 1, 1981 to December 1, 1981, and to increase the amount of the note and mortgage from EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00) to NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00), with the interest payments due semi-annually, and with the interest to remain at ONE per cent (1%) per annum over the Chicago Prime Rate, Variable, as announced by the American National Bank and Trust Company of Chicago, to be changed on the first of the month following the prime rate change.

WHEREAS, it is now the desire of the Second Party to again extend the time of payment of the balance of this note for a period of SIX MONTHS, from December 1, 1981 to June 1, 1982, and to now increase the amount of the herein referred to note and mortgage from NINETY THOUSAND AND NO/100 (\$90,000.00) to NINETY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$97,500.00), with the interest payments due semi-annually, and with the interest to remain at ONE per cent (1%) per annum over the Chicago Prime Rate, Variable, as announced by the American National Bank and Trust Company of Chicago, to be changed on the First of the month following the prime rate change.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the extension of the time of payment, the increase in the the amount of the note and mortgage, with no change in the interest rate of said note and mortgage, herein referred to, it is hereby agreed that;

FIRST PARTY agrees that the interest rate of the note and mortgage, herein referred to, shall remain unchanged, remaining at ONE per cent (1%) per annum over the Chicago Prime Rate, Variable, as set out above; that the amount of the note and mortgage shall be increased from NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00) to NINETY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$97,500.00) and that 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 1st day of December, 1981.

ATTEST:

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MERCANTILE NATIONAL BANK, OF

Robert J. Anadell, Asst. Vice Pres.

Vern T. Holzhall, Senig Vice Pres.

and

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE, UNDER TRUST NO. 3562

SEE STOMATUME PAGE ATTACHE?

State of Indiana, Lake County, ss; Before me, the undersigned, a Notary Public in and for said County, this 1st day of December, 1981, came Vern F. Holzhall, Senior Vice President and Robert J. Anadell, Assistant Vice President of Mercantile National Bank of Indiana, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

(Opal) F. Richards)

y commission expires: 8/15/83

Notary Public

Vor Residence: Lake

The same of the same

PREPARED BY: Vern F. Holzhall

Trust No. 3562 Note and Mortgage Extension and Modification Agreement Dated December 1, 1981

this instrument is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 31st day of March, A.D. 19 77, creating Trust No. 3562; 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 intend, 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 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 the MERCANTILE NATIONAL BANK OF INDIANA, 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.

asserted or enforced against the MERCANTILE NATIONAL BANK OF INDIANA, 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.
IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA has caused its name to be signed to these presents by a Sr. Vice President and Trust Officer and its corporate seal to be hereunto affixed and attested
by its Assistant Vice President the day and year first above written.
above written.
MERCANTILE NATIONAL BANK OF INDIANA
as Trustee aforesaid and not personally,
By Africaddy /
H. F. Smiddy, Jr.,
Sr. Vic'e President and Trust Officer
ATTEST:
Lide Vocal
Andres Roche, Assistant Vice President
STATE OF INDIANA )
SS:
COUNTY OF SIAKE )
The Christine VenNette
I, Christine VanNatta, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that H. F. Smiddy, Jr.
of the MERCANTILE NATIONAL BANK OF INDIANA, a national
banking association, and Andres Roche of said national banking
association, personally known to me to be the same persons whose names are sub-
scribed to the foregoing instrument as such Sr. Vice President and Trust Officer
and Assistant Vice President , 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 said national banking association, as Trustee, for the uses and purposes
therein set forth; and the said Andres Roche, Assistant Vice President
did also then and there acknowledge that he, 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 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 1st day of December
MALALIN VIII MIX
Christine VanNatta Notary Public

Commission Expires

Residentivake County Indiana

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