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1422 West 93rd Place
Crown Point, Indiana

Wm. & A. BK - Ind

NOTE AND MORTGAGE EXTENSION AND MODIFICATION AGREEMENT

655916

THIS AGREEMENT, entered into this 14th Day of December, 1981 by and between MERCANTILE NATIONAL BANK OF INDIANA, in its corporate capacity, First Party, and ROTTIER BUILDERS, INC., an Indiana Corporation, Second Party;

WITNESSETH:

WHEREAS, on the 13th day of June, 1979, Second Party executed its certain promissory note in the principal sum of FORTY THREE THOUSAND AND NO/100 DOLLARS (\$43,000.00), which note was payable to the First Party on or before SIX MONTHS, with interest payment due semi-annually at the rate of ELEVEN AND THREE-QUARTERS per cent (11 3/4%) per annum; and

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WILLIAM BIELSKI JR
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

PIONEER NAT'L. TITLE INS. CO.

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 FORTY THREE THOUSAND AND NO/100 (\$43,000.00); said mortgage was recorded on June 21, 1979, as Document No. 534837, 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 December 13, 1979 to June 13, 1980, with interest due semi-annually, and with interest at the rate of FIFTEEN AND ONE-HALF per cent (15 1/2%) per annum, rather than ELEVEN AND THREE-QUARTERS per cent (11 3/4%) per annum; 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 13, 1980 to December 13, 1980, with interest due semi-annually, and with interest at the rate of TWELVE AND ONE-HALF per cent (12 1/2%) Variable, Chicago Prime Rate, as announced by the American National Bank and Trust Company of Chicago, to change the day following the prime rate change, rather than FIFTEEN AND ONE-HALF per cent (15 1/2%) per annum; 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 December 13, 1980 to June 13, 1981, with interest due semi-annually, and with interest at the rate of ONE per cent (1%) per annum over the Chicago Prime Rate, Variable, to change on the first of the month following the prime rate change as announced by the American National Bank and Trust Company of Chicago, rather than

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TWELVE AND ONE-HALF per cent (12 1/2%) Variable; 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 13, 1981 to December 14, 1981, and to increase the amount of the note and mortgage from FORTY THREE THOUSAND AND NO/100 DOLLARS (\$43,000.00) to FORTY SEVEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$47,600.00), with interest payments due semi-annually, and with interest remaining 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 change in the prime rate.

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 14, 1981 to June 14, 1982, and to now increase the amount of the herein referred to note and mortgage from FORTY SEVEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$47,600.00) to FIFTY TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$52,200.00), with interest payments due semi-annually, and with 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 change in the prime rate.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the extension of the time of payment, the increase in 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 FORTY SEVEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$47,600.00) to FIFTY TWO THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$52,200.00) 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 14th day of December, 1981.

MERCANTILE NATIONAL BANK OF INDIANA

ATTEST:

Robert J. Anadell
Robert J. Anadell, Asst. Vice Pres.

Vern F. Holzhall
Vern F. Holzhall, Senior Vice Pres.

and

ROTTIER BUILDERS, INC.

Peter Rottier
Peter Rottier, President

Edythe Rottier
Edythe Rottier, Secretary-Treasurer



State of Indiana)SS:
County of Lake

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of December, 1981, personally appeared Vern F. Holzhall, Senior Vice President and Robert J. Anadell, Assistant Vice President of the Mercantile National Bank of Indiana and acknowledged the execution of the foregoing Note and Mortgage Extension and Modification Agreement.

My commission expires: 8-15-83

Opal F. Richards
Opal F. Richards
Notary Public

County of Residence: Lake

STATE OF INDIANA)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said county and state, this 14th day of December, 1981, personally appeared Peter Rottier and Edythe Rottier, President and Secretary-Treasurer respectively of ROTTIER BUILDERS, INC., and acknowledged the execution of the foregoing Note and Mortgage Extension and Modification Agreement.

My commission expires: 8-15-83
County of Residence: Lake

Opal F. Richards
Opal F. Richards
Notary Public

This document was prepared by: Robert J. Anadell