

#2-4021

MNB  
5243 Hohman Ave  
Hammond, Att: Clara Palimac

Q59336

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990288

**NOTE AND MORTGAGE EXTENSION  
AND MODIFICATION AGREEMENT**

THIS AGREEMENT entered into as of the 1st day of June, 1988, 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 June  
29, 1982 and known as Trust No. 4236, Second Party;

WITNESSETH:

WHEREAS, on the 4th day of January, 1985, Second Party executed its  
certain promissory note in the principal sum of TWO HUNDRED FIFTY THOUSAND and  
NO/100 Dollars (\$250,000.00), which note was payable to the First Party in equal  
monthly principal installments of ONE THOUSAND FORTY TWO and NO/100 Dollars  
(\$1,042.00) plus interest equal to ONE and ONE-HALF percent (1 1/2%) per annum over  
the prime commercial rate, variable, as established from time to time by the First  
National Bank of Chicago, or its successors, to change on the first of the month  
following a prime rate change, with the balance to be due and payable on March 1,  
1988; 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 TWO HUNDRED  
FIFTY THOUSAND and NO/100 Dollars (\$250,000.00), and said mortgage was recorded on  
January 9, 1985 as Document No. 787707, 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 the present principal outstanding balance of this note in the amount of TWO  
HUNDRED TWELVE THOUSAND FOUR HUNDRED EIGHTY EIGHT and NO/100 Dollars (\$212,488.00)  
for a period of THREE (3) Months, from March 1, 1988 to June 1, 1988, with the  
principal payment to remain at ONE THOUSAND FORTY TWO and NO/100 Dollars  
(\$1,042.00) per month plus TWO percent (2.00%) per annum over the prime commercial  
rate, variable, as stated above, with the first payment under this Agreement due  
April 1, 1988 and the final payment to be due June 1, 1988; and

WHEREAS, it is the desire of the Second Party to extend the time of  
paying the present principal outstanding balance of this note in the amount of TWO  
HUNDRED EIGHT THOUSAND THREE HUNDRED TWENTY and NO/100 Dollars (\$208,320.00) for a  
period of SEVENTY-FIVE (75) days, from June 1, 1988 to August 15, 1988, with the  
principal payment to remain at ONE THOUSAND FORTY TWO and NO/100 Dollars  
(\$1,042.00) per month plus TWO and ONE-HALF percent (2.50%) per annum over the  
prime commercial rate, variable, as stated above, with the first payment under this  
Agreement due July 1, 1988 and the final payment to be due August 15, 1988.

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

AUG 3 1 10 PM '88  
LILLIAN A. BLASTICK  
RECORDER, LAKE COUNTY,  
CROWN POINT, INDIANA 46307  
STATE OF INDIANA, LAKE COUNTY

Handwritten initials/signature

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

FIRST PARTY agrees that the aforementioned note and mortgage shall be extended as set out above, that the interest rate shall be TWO and ONE-HALF percent (2.50%) per annum over the prime commercial rate, variable, as above stated rather than TWO percent (2.00%) per annum, that the amount of the principal payment shall remain as stated in the aforementioned note, that the date of the first payment under this Agreement shall be due July 1, 1988 and the final balance shall be due August 15, 1988.

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.

MERCANTILE NATIONAL BANK OF INDIANA

*Vern F. Holzhall*  
Vern F. Holzhall, Senior Vice President

ATTEST:

*Harry E. Deakin*  
Harry E. Deakin, Assistant Vice President

and

MERCANTILE NATIONAL BANK OF INDIANA, as  
Trustee under Trust Agreement dated June  
29, 1982 and known as Trust No. 4236

SEE SIGNATURE PAGE ATTACHED

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me, the undersigned a Notary Public in and for said County and State, this 1st day of June, 1988, personally appeared before Vern F. Holzhall, Senior Vice President, and Harry E. Deakin, Assistant Vice President of Mercantile National Bank of Indiana, and acknowledged the execution of the foregoing mortgage.

WITNESS MY HAND AND SEAL.

*Clara E. Polimac*  
Clara E. Polimac

My Commission Expires: 2-4-91  
My County of Residence: LAKE

**THIS INSTRUMENT** is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 29th day of June, A.D. 1982, creating Trust No. 4236; 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.

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

MERCANTILE NATIONAL BANK OF INDIANA,  
as Trustee aforesaid and not personally,

By: [Signature]  
H. F. Smiddy, Senior Vice  
President and Trust Officer

ATTEST:

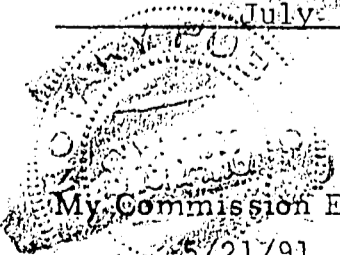
[Signature]  
Edward A. Studzinski, Trust  
Investment Officer

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

I, Lorraine S. Kovach, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that H. F. Smiddy of the **MERCANTILE NATIONAL BANK OF INDIANA**, a national banking association, and Edward A. Studzinski of said national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice Pres. & Trust Officer and Trust Investment 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 said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Trust Investment Officer 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 28th day of July, 19 88.

[Signature]  
Notary Public  
Lorraine S. Kovach



My Commission Expires: 5/21/91  
County of Residence: Lake  
MNB-731(500) 7/78