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## NOTE AND MORTGAGE EXTENSION AGREEMENT

THIS AGREEMENT, entered as of the 4th day of January, 1991, by and between MERCANTILE NATIONAL BANK OF INDIANA, in its corporate capacity, First Party; and MEIER'S LANDSCAPING, LAWN SERVICE AND SNOW PLOWING, INC., and Indiana Corporation, Second Party;

WITNESSETH:

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WHEREAS, on the 5th day of September, 1990, Second Party executed its certain promissory note in the principal sum of TWENTY SEVEN THOUSAND AND NO/100 DOLLARS (\$27,000.00), which note was payable to the First Party on or before FEBRUARY 4, 1991, with monthly principal payments of FOUR HUNDRED FIFTY DOLLARS AND NO/100 (\$450.00) plus interest payable monthly at the rate of ONE per cent (1%) per annum Variable, over the prime commercial rate, or its equivalent, as Tstab Debetufrom this the prime day The First National Bank of Chicago, or its successors, to change on the day following a prime rate change; 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 TWENTY SEVEN THOUSAND AND NO/100 Dollars (\$27,000.00); said mortgage was recorded September 6, 1990 as Document to 121830 in the Recorder's Office of Lake County, Indiana; and

the time of payment of the present principal outstanding balance of this note in the amount of TWENTY THREE THOUSAND SEVEN HUNDRED NINETY SEVEN AND 14/100 (\$23,797.14) for a period of 365 DAYS, from February 4, 1991 to February 4, 1992 with payment to principal to remain due monthly at Four Hundred Fifty and No/100 (\$450.00) and with payment to interest rate to remain due monthly at the rate of ONE per cent (1t) per annum, variable, over the prime commercial rate, for its equivalent, as established from time to time by The First National Bank of Chicago, or its successors, to change on the day following a prime rate change;

NOW THEREFORE, in consideration of the mutual benefits to be derived from the extension of the time of payment, and no change in the payments or interest rate of said note and mortgage above referred to, it is hereby agreed that,

FIRST PARTY agrees that the interest rate of the note and mortgage

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herein referred to shall remain ONE per cent (1%) per annum variable, over the Chicago Prime Rate as stated above, as well as the monthly payments of principal and interest and the time of payment 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 HANDS AND SEAL AS OF THIS 4th day of February, 1991. MERCANTILE NATIONAL BANK OF INDIANA Lata, Assistant Cashier Vice President Sullivan. This Document is the property of the Lake County Recorder! Meier's Landscaping, Lawn Service and Snow Plowing, Inc. Larry A. Meier, President and Secretary STATE\_OF INDIANA) COUNTY OF LAKE Before me, the undersigned, a Notary Public in and for said County and State this 4th day of February, 1991, personally appeared Anthony J. Lara and John E. Sullivan, Assistant Cashier and Vice President, respectively, of Mercantile National Bank of Indiana, and acknowledged the execution of the foregoing document. Name Evelyn Leonakis 8/28/92 My commission expires:\_\_ County of Residence:\_\_\_

County of Residences \_\_\_\_\_\_

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STATE OF LINDIANA)

Before me, the undersigned, a Notary Public in and for said County and State this 4th day of February, 1991, personally appeared Larry A. Meier, President and Secretary, of Meier's Landscaping, Lawn Service and Snow Plowing, Inc., and acknowledged the execution of the foregoing document.

Frinted Name Evelyn Leonakis

My commission expires: 8/28/92
County of Residence: Lake

This document prepared by: Julie Pazdur