

NOTE AND MORTGAGE EXTENSION AND MODIFICATION AGREEMENT

4 92069259 THIS AGREEMENT entered as of the 15th day of October, 1992, by and between MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, First Party; and ProMed Homecare of Northern Indiana, P.C., an Indiana professional corporation, Second Party;

WITNESSETH:

WHEREAS, on the 18th day of April, 1990, Second Party executed its certain promissory note in the principal sum of FORTY THOUSAND and No/100 Dollars (\$40,000.00), which note was payable to the First Party with interest computed at the rate of 1% over the Chicago Prime Rate as announced from time to time by the First National Bank of Chicago to change the day following a change in the prime rate per annum, on October 15, 1990; and

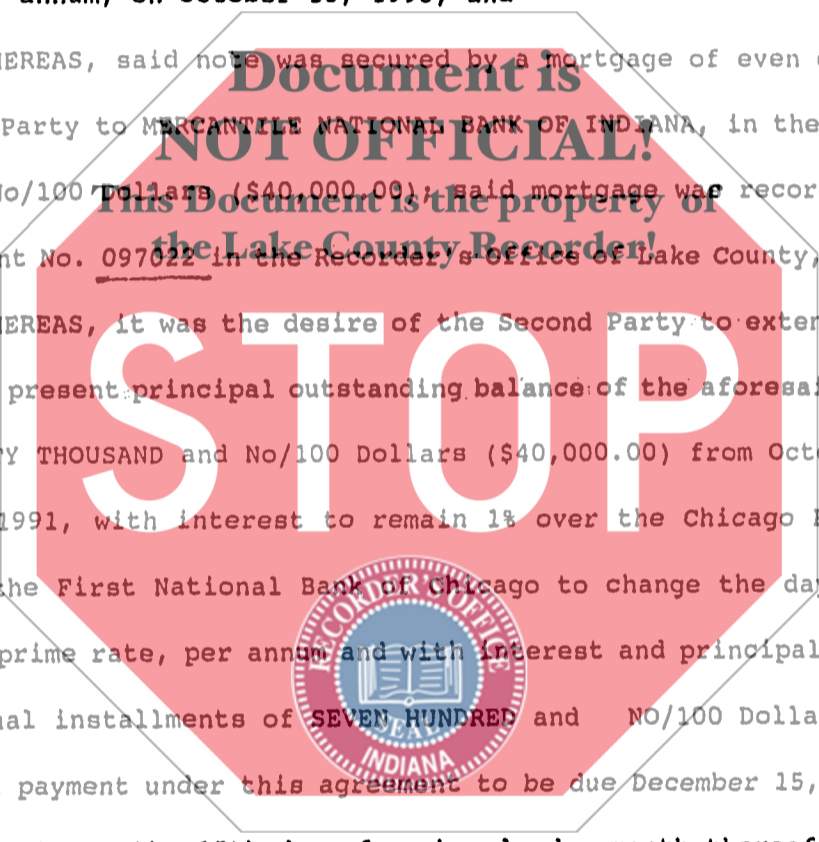
WHEREAS, said note was secured by a mortgage of even date executed by the Second Party to MERCANTILE NATIONAL BANK OF INDIANA, in the sum of Forty THOUSAND and No/100 Dollars (\$40,000.00); said mortgage was recorded April 25, 1990 as Document No. 097022 in the Recorder's office of Lake County, Indiana; and

WHEREAS, it was the desire of the Second Party to extend the time of payment of the present principal outstanding balance of the aforesaid note in the amount of FORTY THOUSAND and No/100 Dollars (\$40,000.00) from October 15, 1990 to April 15, 1991, with interest to remain 1% over the Chicago Prime Rate as announced by the First National Bank of Chicago to change the day following a change in the prime rate, per annum and with interest and principal payments due monthly in equal installments of SEVEN HUNDRED and NO/100 Dollars (\$700.00), with the first payment under this agreement to be due December 15, 1990 and the remaining payments on the 15th day of each calendar month thereafter.

WHEREAS, it was the desire of the Second Party to extend the time of the payment of the present principal outstanding balance in the amount of Thirty Eight Thousand, Five Hundred Fifty Six and 83/100 Dollars (\$38,556.83), for a period of SIX (6) MONTHS, from April 15, 1991 to October 15, 1991, with interest and principal payments to remain due monthly in equal installments of Seven Hundred and No/100 Dollars (\$700.00) at the rate of ONE per cent (1%) per annum, over the Chicago Prime Rate as announced by the First National Bank of Chicago to change the day following a change in the prime rate.

WHEREAS, it was the desire of the Second Party to extend the time of the payment of the present principal outstanding balance in the amount of Thirty Five Thousand, Eight Hundred Sixty Six and 54/100 Dollars (\$35,866.54), for a

STATE OF INDIANA
LAKE COUNTY
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period of SIX (6) MONTHS, from October 15, 1991 to April 15, 1992, with interest to remain ONE per cent (1%) over the Chicago Prime Rate as announced by the First National Bank of Chicago to change the day following a change in the prime rate, per annum and with interest and principal payments due monthly in equal principal installments of ONE THOUSAND and NO/100 Dollars (\$1,000.00) plus interest, with the first payment under this agreement to be due November 15, 1991 and the remaining payments on the 15th day of each calendar month thereafter.

WHEREAS, it was the desire of the Second Party to extend the time of the payment of the present principal outstanding balance in the amount of Twenty Nine Thousand, Eight Hundred Sixty Six and 54/100 Dollars (\$29,866.54), for a period of SIX (6) MONTHS, from April 15, 1992 to October 15, 1992, with interest to remain ONE per cent (1%) over the Chicago Prime Rate as announced by the First National Bank of Chicago to change the day following a change in the prime rate, per annum and with interest and principal payments due monthly in equal principal installments of ONE THOUSAND and NO/100 Dollars (\$1,000.00) plus interest, with the first payment under this agreement to be due May 15, 1992 and the remaining payments on the 15th day of each calendar month thereafter.

WHEREAS, it is again the desire of the Second Party to extend the time of the payment of the present principal outstanding balance in the amount of Twenty Three Thousand, Eight Hundred Sixty Six and 54/100 Dollars (\$23,866.54), for a period of SIX (6) MONTHS, from October 15, 1992 to April 15, 1993, with interest to remain ONE per cent (1%) over the Chicago Prime Rate as announced by the First National Bank of Chicago to change the day following a change in the prime rate, per annum and with interest and principal payments due monthly in equal principal installments of ONE THOUSAND and NO/100 Dollars (\$1,000.00) plus interest. with the first payment under this agreement to be due November 15, 1992 and the remaining payments on the 15th day of each calendar month thereafter.

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

FIRST PARTY agrees that the aforementioned note and mortgage shall be extended as set out above with final payment to be due April 15, 1993, with no change in the interest rate and with monthly payments of principal to be ONE THOUSAND and NO/100 Dollars (\$1,000.00) plus interest beginning on November 15,



1992 and on the 15th day of each calendar month thereafter until April 15, 1993 at which time all unpaid principal and interest shall be due and payable with all payments to be first applied to interest due and the balance to be applied to principal.

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 the 15th day of October, 1992.

MERCANTILE NATIONAL BANK OF INDIANA

Charles F. Pintar

Charles F. Pintar, Vice President

ATTEST:

Douglas C. Scherrer

Douglas C. Scherrer, Asst. Cashier

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RECORDER'S OFFICE
INDIANA, P.G.

STOP

BY: *Darlene J. Waite*
Darlene J. Waite, President

ATTEST:

Robert G. Waite
Robert G. Waite, Vice President



APPROVED:

Darlene J. Waite
Darlene J. Waite

Robert G. Waite
Robert G. Waite

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

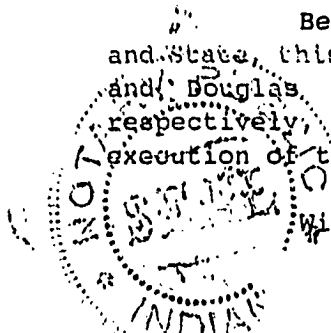
Before me, the undersigned, a Notary Public in and for said County and State, this 16th day of October, 1992, personally appeared Charles F. Pintar and Douglas C. Scherrer, Vice President and Assistant Vice President, respectively, of Mercantile National Bank of Indiana, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

Mary Lou Burroughs

Printed Name: Mary Lou Burroughs

My Commission Expires: 08/02/96
County of Residence: Porter



STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 16th day of October, 1992, personally appeared Darlene J. Waite, individually and as President of ProMed Homecare of Northern Indiana, P.C., and acknowledged the execution of the foregoing instrument individually and in the capacity as an officer of said corporation with full power and authority to so act.

Witness my hand and official seal.

Kathleen M. Trinkle
Printed Name:

My Commission Expires: August 13, 1996
County of Residence: Lake

KATHLEEN M. TRINKLE
My Commission Expires August 13, 1996

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public, in and for the said County and State, this 23rd day of October, 1992, personally appeared Robert G. Waite individually and as Vice President of ProMed Homecare of Northern Indiana, P.C., and acknowledged the execution of the foregoing instrument individually and in the capacity as an officer of said corporation with full power and authority to so act.

**This Document is the property of
the Lake County Recorder!**

Witness my hand and official seal.

Kathleen M. Trinkle
Printed Name:

My Commission Expires: August 13, 1996
County of Residence: Lake

KATHLEEN M. TRINKLE
My Commission Expires August 13, 1996

This document prepared by Judy Somodi.

