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## NOTE AND MORTGAGE EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT entered intorthis 25th day of January, 1993, by and between MERCANTILE NATIONAL BANK-OF INDIANA, in its corporate capacity, First Party and BRANKO, INC., an Indiana Corporation, Second Party; WITNESSETH;

WHEREAS on the 22nd day of April, 1988, second Party executed its certain promissory note in the principal sum of TWO MILLION ONE HUNDRED! THOUSAND AND: no/100 dOLLARS: (\$2,100,000.00), which note was payable to the First Party on or before April 23, 1990, with interest payable quarterly at the rates 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 sume of TWO 15(\$2,100,000.00); said mortgage MILLION ONE HUNDRED THOUSAND was recorded April 28 the Recorder's Office of This Document is the property of Lake County, Indiana, and Lake County Recorder!

WHEREAS, it was the desire of the Second Party to extend the timesof paying of the principal outstanding balance of this note in the amount of FIVE HUNDRED FIFTY ONE THOUSAND SEVEN HUNDRED SEVENTY FOUR and 17/100 Dollars (\$551,774.17), for a period of NINE (9) MONTHS, from April 23, 1990 to January 23, 1991, with interest to remain payable quarterly at the rate of ELEVEN per cent (11%) per annum; and

WHEREAS it was the desire of the Second Party to again extend the time of paying of the principal outs funding balance of this note in the amount of TWO HUNDRED FIFTY SIX THOUSAND ONE HUNDRED SEVENTY FOUR and 17/100 Dollars (\$256,174.17), for a period of TWELVE (12) MONTHS, from January 23, 1991 to January 23, 1992, with interest to remain payable quarterly at the rate of ELEVEN per cent (11%) per annum; and

WHEREAS it was the desire of the Second Party to again extend the time of paying of the principal outstanding balance of this note in the amount of ONE HUNDRED TEN THOUSAND NINE HUNDRED SEVENTY FOUR and 17/100 Dollars (\$110,974.17) for a period of TWELVE (12), MONTHS, from January 23, 1992 to January 25, 1993, with interest to be due quarterly at the rate of TEN per cent (10%) per annum rather than ELEVEN per cent (11%) per annum.

WHEREAS it is the desire of the Second Party to again extend the time of paying of the principal outstanding balance of this note in the amount of ONE HUNDRED TEN THOUSAND NINE HUNDRED SEVENTY FOUR and 17/100 Dollars (\$110,974.17) for a period of TWELVE (12) MONTHS, from January 25, 1993 to January 25, 1994, with interest to be due quarterly at the rate of NINE per cent (9%) per annumination than TEN per cent (10%) per annum.

NOW: THEREFORE; in consideration of the mutual benefits to be derived. from the extension of the time of payment and the change in the interest rater 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 herein referred to shall be NINE per cent (9%) per annum and the time of paying extended to January 25, 1994.

herein referred to shall continue in full force and effect except as modified by this Agreement.

This Document is the property of WITNESS our Hands and Seal this 25th day of January, 1993.

MERCANTILE NATIONAL BANK OF INDIANA.

ATTEST:

Mary Ann Zembala Asst. Cashier

BRANKO, INC., an Indiana Corporation

William J. Brant, Jr., President

Mary Ann Kuykendall Secretary

STATE OF INDIANA) )SS: COUNTY OF LAKE

Before me, the undersigned, a Notay Publicain and for said county and state this 250 day of January, 1993, personally appeared Harry E. Deakin and Mary Anni Zembala, Vice President and Assistant Cashier, respectively, of Mercantile National Bank of Indiana, and acknowledged the execution of the foregoing instrument.

LOU BURROUGIS

My commission expires: 8/2/96County of Residence: PORTEK

STATE OF INDIANA)

) SS:

COUNTY OF LAKE

MANAG

Before me, the undersigned to Notay Sublic in and for said county and state this 2 of day of the said to the said said said said william J. Brant, Jr. and Mary Ann Ruykandall, President and Sacretary, respectively, of Branko; Inc., and asknowledged the execution of the foregoing instrument.

the Lake County Recorded PrintedName.

My commission expires:
County of Residence:

This instrument prepared by Mary Ann Zembala

