93021445

Mercantile Natl Bh By 249 Hm 463:25

NOTE AND MORTGAGE EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT entered into this 2nd day of April, 1993, by and between MERCANTILE NATIONAL BANK OF INDIANA, "MERCANTILE", in its corporate capacity; and DANIEL G. BURNS D/B/A D.G.B. AUTOSALES, "BURNS".

WHEREAS, on the 8th day of May, 1992, "BURNS" executed its certain Promissory Note in the principal sum of THIRTY THOUSAND AND 100/100 Dollars (\$30,000.00), which note is payable to the "MERCANTILE" on or before May 7, 1993, with interest payable at the rate of ONE percent (1%) per annum, variable, over the prime commercial rate, or its equivalent, as established from time to time by The First National Bank of Chicago, or its successors, to change from time to time following a prime rate change (hereafter referred to as "Promissory Note") Chicago.

of even date executed by a Second Mortgage of even date executed by BURNS, the property of NATIONAL BANK OF the Lake County Recorder!

INDIANA, in the sum of THIRTY THOUSAND AND 00/100 Dollars (\$30,000.00); said Second Mortgage was recorded June 1, 1992, as:

Document No. 92034582 in the Recorder's Office of Lake County,

Indiana; and

WHEREAS, it is the desire of "BURNS" to extend the time of paying of the balance of the Promissory Note for a period of THREE HUNDRED SIXTY FOUR DAYS, from May 1, 1993 to May 6, 1994; to increase the outstanding principal balance as of this date from THIRTY THOUSAND AND 00/100 Dollars (\$40,000.00), with interest to remain at ONE percent (1%) per annum, variable, over the prime commercial rate, or its equivalent, as established from time to time by The First National Bank of Chicago, or its successors, to change from time to time following a prime rate change; and the quarterly payments to interest are to remain continuing as of May 6, 1993.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the extension of the time of payment and the advancing of additional funds and with no change in the interest rate and manner of payment of said Note and Second Mortgage above referred to, it is hereby agreed as follows:

1000

- (1) That the time for payment of the Promissory Note is now extended to May 6, 1994.
- (2) That the principal balance is increased to FORTY THOUSAND AND 00/100 Dollars (\$40,000.00).
- remain at ONE percent (1%) per annum, variable, over the Chicago Prime Rate as stated above and all provisions of the Promissory Note and Second Mortgage herein referred to shall continue in full force and effect except as modified by this agreement.
- (3) That the payment schedule will remain at quarterly interest payments continuing May 6, 1993.

WITNESS my Hand and Seal this 2nd day of April, 1993.

Document is DANIEL G. BURNS DYBYA D.G.B. AUTO SALES

NOT OFFICIAL!

This Document is the property of the Lake County Recorder Burns

MERCANTILE NATIONAL BANK OF INDIANA

BY:

Helen T. Pennington, Assistant vice President

STATE OF INDIANA SS COUNTY OF LAKE }

Before me, the undersigned, a Notary Public in and for said county, this 2nd day of April 1993, came Daniel G. Burns d/b/a D.G.B. Auto Sales and Daniel G. Burns, Individually, and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Derri L. Gibson

County of Residence: <u>Lake</u>
My Commission expires: <u>August 23, 1996</u>

STATE OF INDIANA SS SS COUNTY-OF LAKE

Before me, the undersigned, a Notary Public in and for said county, this 2nd day of April, 1993, came Helen T. Pennington, Assistant Vice President of Mercantile National Bank of Indiana, and acknowledge the execution of the foregoing instrument.

WITNESS my hand and official seal.

Derri I' (Cibeen

County of Residence: La
My Commission expires: Au

Lake

August 23, 1996

This document prepared by Judy Somodi

