

NOTE AND MORTGAGE MODIFICATION AGREEMENT

By 249  
Chk. 46325  
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THIS AGREEMENT entered into this 20th day of August, 1993, by and between  
MERCANTILE NATIONAL BANK OF INDIANA, in its corporate capacity, First Party and  
First Bank of Whiting Trust #1742 and \_\_\_\_\_ husband  
and wife, Second Party;

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
AUG 30 1993  
8:50 AM '93  
JANET L. PURNICH  
RECORDER

WHEREAS on the 22nd day of July, 1988 Second Party executed its certain  
Cheque-Equity Line Agreement, with a maximum line of credit of Fifty thousand dollars  
(\$50,000.00) and no/100 Dollars, which was to be payable in minimum monthly installments of  
current accrued finance charges and credit insurance premiums (if any); with interest at a variable rate,  
as defined in the original agreement; and with the balance due and payable on or before August  
1993; and,



WHEREAS, said Cheque-Equity Line of Credit was secured by a mortgage of even date executed  
by the Second Party to MERCANTILE NATIONAL BANK OF INDIANA, in the sum of \_\_\_\_\_  
Fifty Thousand and no/100 Dollars (\$ 50,000.00), said mortgage was recorded on  
July 29 19 88 as Document No. 989520 in the Office of the Recorder of Lake County,  
Indiana; and

WHEREAS, it is the desire of the Second Party to renew and extend the payment of the principal  
balance presently due and owing at the original credit limit, with minimum monthly payments of current  
accrued finance charges and credit insurance premiums (if any) plus one percent of the principal balance  
thereof; with interest to remain as stated in the original agreement, with the first payment due on  
September, 1993 rather than August, 1988.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the renewal and  
extension of the Cheque-Equity Line of Credit and mortgage above referred to, it is hereby agreed that:

FIRST PARTY AGREES that the aforementioned Cheque-Equity Line of Credit shall be renewed  
and extended in the amount of Fifty thousand & no/100 Dollars (\$ 50,000.00), with payments  
of current accrued finance charges and credit insurance premiums (if any) and one percent of the  
outstanding balance thereof, with interest to remain as stated in the original Cheque-Equity Agreement,  
with a new maturity date of August, 2001, rather than August  
\_\_\_\_\_, 1993.

11/22



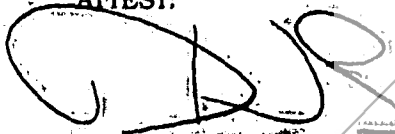
THIS INSTRUMENT is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated the 11th day of October, A.D. 1982, creating Trust No. 1742; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended 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 CENTIER BANK, 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 CENTIER BANK, 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 CENTIER BANK has caused its name to be signed to these presents by its Trust Officer and its corporate seal to be hereunto affixed and attested by its Vice Pres. & Sr. Trust Officer the day and year first above written.

CENTIER BANK, as Trustee  
aforesaid and not personally,

By Carolyn A. Mayer, Trust Officer

ATTEST:



David H. Brubeck, Vice Pres. & Sr. Trust Officer



STATE OF INDIANA

COUNTY OF LAKE

I, Irene Manous, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Carolyn A. Mayer of CENTIER BANK, a state bank organized under the state banking laws of Indiana, and David H. Brubeck of said state bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice Pres. & Sr. Trust 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 state bank as Trustee, for the uses and purposes therein set forth; and the said Carolyn A. Mayer did also then and there acknowledge that he, as custodian of the corporate seal of said state bank, did affix the said corporate seal of said state bank to said instrument as his own free and voluntary act, and as the free and voluntary act of said state bank as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of August, 1993.

Irene Manous  
Irene Manous NOTARY PUBLIC

My Commission Expires:

August 22, 1995

COUNTY OF RESIDENCE: LAKE