

AFTER RECORDING, PLEASE MAIL TO: NATIONAL CITY BANK, INDIANA  
MERRILLVILLE OFFICE  
8001 BROADWAY - P.O. BOX 13002  
MERRILLVILLE, IN 46410

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94020377

MORTGAGE EXTENSION AGREEMENT

THIS AGREEMENT made and entered into this 28TH day of FEBRUARY, 1994, with the effect of this Agreement retroactive to January 6, 1994, by and between National City Bank, Indiana, formerly known as First National Bank of East Chicago, Indiana, a national banking association, with local offices at 8001 Broadway, Merrillville, Indiana (hereinafter referred to as the "Bank"), and Lake County Trust Company, As Trustee Under A Trust Agreement Dated the 5th day of January, 1989 and Known as Trust Number 3893 (hereinafter referred to as the "Borrower"), and Danny R. McArdle and Mary Anne McArdle (hereinafter referred to as the "Guarantors").

W I T N E S E T H

WHEREAS, on January 6, 1989 the Bank loaned the principal sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) to Borrower as evidenced by a certain promissory note no. 5212187203/0093272649 and the mortgage and other security instruments executed and delivered dated the 6th day of January, 1989 and which mortgage is duly recorded as document no. 017635 in the Office of the Recorder of Lake County, Indiana which note and mortgage are hereby referred to as part of this Agreement; and

WHEREAS, the indebtedness evidenced by a certain note dated January 6, 1989 became due and payable, the Bank extended the due date and the Borrower executed a further promissory note dated February 28TH 1994 and retroactive to January 6, 1994, providing for an extension of the maturity date of the note to May 6, 1994.

NOW THEREFORE, it is the intent of the parties hereto that the lien granted by the Mortgage dated the 6th day of January, 1989 by and between the parties herein and recorded on the 11th day of January, 1989 as document no. 017635 in the Office of the Recorder of Lake County, Indiana, and legally described as follows:

PARCEL 1: LOTS 34 TO 43, BOTH INCLUSIVE, BLOCK 2, SUBDIVISION OF A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN THE CITY OF EAST CHICAGO, AS SHOWN IN PLAT BOOK 2, PAGE 11, IN LAKE COUNTY, INDIANA.

PARCEL 2: LOTS 44, 45, 46 AND 47, EXCEPT THE EAST 23.40 FEET THEREOF, BLOCK 2, IN A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND P.M., IN THE CITY OF EAST CHICAGO, AS SHOWN IN PLAT BOOK 2, PAGE 11, IN LAKE COUNTY, INDIANA.

COMMONLY KNOWN AS: 524 WEST CHICAGO AVENUE, EAST CHICAGO, INDIANA 46312

RECORDED  
MAR 11 3 14 PM '94  
STATE OF INDIANA  
FILED IN THE OFFICE OF THE RECORDER OF DEEDS  
LAKE COUNTY, INDIANA

1100





\* It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 28th day of February, 1994.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated January 5, 1989 and known as Trust No. 3893.

BY: Elaine M. Worstell  
Elaine M. Worstell, Trust Officer

ATTEST:  
BY: Sandra L. Stiglitz  
Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA            )  
  )SS:  
COUNTY OF LAKE            )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of LAKE COUNTY TRUST COMPANY, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said Corporation and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 28th day of February, 1994.

Laura L. Anderson  
Laura L. Anderson-Notary Public