



MERCANTILE
NATIONAL
BANK
OF INDIANA

5243 Hohman Avenue
Hammond, Indiana 46320
(219) 932-8220 "LENDER" Member FDIC

GRANTOR

Clark Builders and Remodelers, Inc.
d/b/a Clark Builders
9006 Indianapolis Blvd.
Highland, IN 46322

Telephone Number

**MODIFICATION
AND
EXTENSION
OF
MORTGAGE**

BORROWER

GUARANTOR

Clark Builders and Remodelers, Inc.
d/b/a Clark Builders
9006 Indianapolis Blvd.
Highland, IN 46322

ADDRESS OF REAL PROPERTY:

10233 Winfield Drive, Munster, IN 46321

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 5TH day of OCTOBER, 1995, is executed by and between the parties indicated above.

A. On OCTOBER 5, 1994, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of TWO HUNDRED THOUSAND AND NO/100

(\$ 200,000.00),

which Note was secured by a mortgage ("Mortgage") dated OCTOBER 5, 1994 executed by Borrower or Grantor for the benefit of Lender and recorded in book _____ at page _____ filing date OCTOBER 24, 1994 Instrument No. 94072635 in the office of the Recorder of Lake County, State of Indiana. (The Note and Mortgage and any other related documents including, but not limited to a Guaranty executed by Guarantor for the benefit of Lender are hereafter collectively referred to as the "Loan Documents").

B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:

1. The maturity date of the Note is extended to OCTOBER 5, 1995, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is hereby modified accordingly.

2. The parties acknowledge and agree that, as of OCTOBER 31, 1994, the unpaid principal balance due under the Note was \$ 200,000.00, and the accrued and unpaid interest on that date was _____.

3. The Mortgage is further modified as follows:

4. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.

5. Borrower, Grantor and Guarantor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

BORROWER: Clark Builders and Remodelers, Inc.
d/b/a Clark Builders

Harold B. Clark, President

GRANTOR: Clark Builders and Remodelers, Inc.
d/b/a Clark Builders

Harold B. Clark, President

GUARANTOR:

LENDER: MERCANTILE NATIONAL BANK OF INDIANA

Anthony J. ... V.P.

Prepared by and return to: Derri L. Gibson
Mercantile National Bank of Indiana
P.O. Box 249
Hammond, IN, 46325



95057072

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
95 NOV -3 AM 8:55
MARGARETTE CLEVELAND
RECORDER

11.00 SW
CK# 0170909

State of Indiana)
) ss.
County of Lake)

Clark Builders and Remodelers, Inc) dba
Clark Builders, by Harold B. Clark, Pres.
Before me, a Notary Public in and for said County and State, personally appeared _____
who acknowledged execution of the foregoing instrument and stated that the representations therein contained are true.
Witness my hand and Notarial Seal this 31st day of October, 1995

Derri L. Gibson

(NOTARIAL SEAL)

NOTARY PUBLIC

My County of Residence: Lake

My Notarial Commission Expires: 08/23/96

Derri L. Gibson
(Printed Signature)

State of _____)
) ss.
County of _____)

Before me, a Notary Public in and for said County and State, personally appeared _____,
the _____ of _____,
a(n) _____, who acknowledged execution of the foregoing _____
for and on behalf of said _____ and stated that the representations therein contained are true.
Witness my hand and Notarial Seal this _____ day of _____.

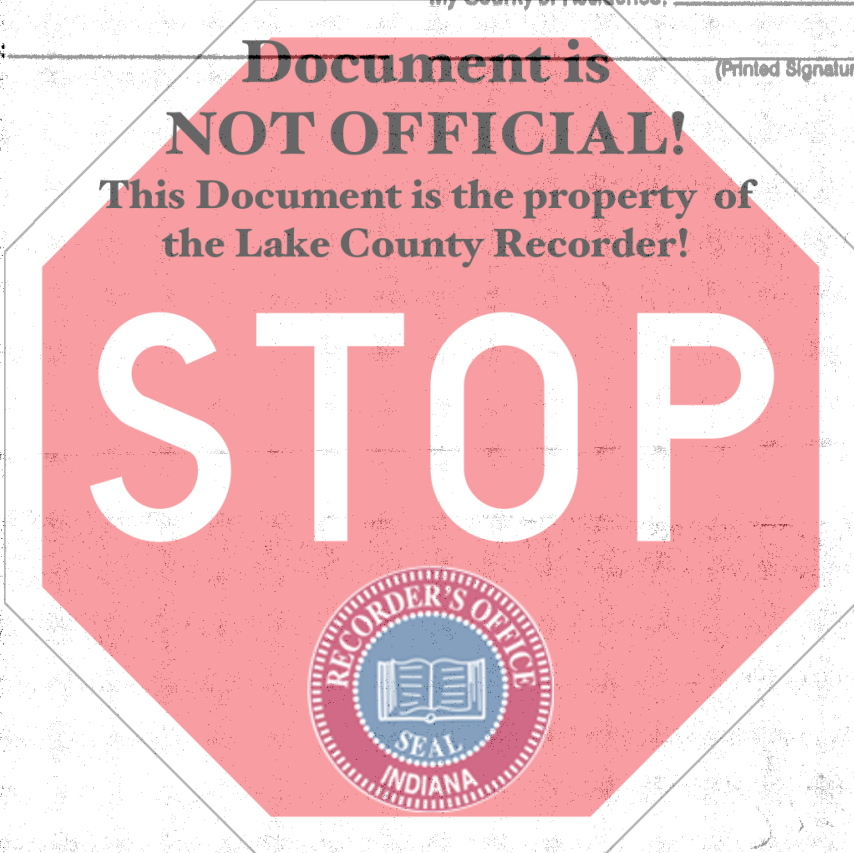
(NOTARIAL SEAL)

NOTARY PUBLIC

My County of Residence: _____

My Notarial Commission Expires: _____

(Printed Signature)



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