STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

R-65370

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NOTE AND MORTGAGE EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT entered into this lambay July, 1995 by and between MERCANTILE NATIONAL BANK OF INDIANA, in its corporate capacity; First Party; and LAKE COUNTY TRUST NO. 3760, as Trustee under Trust Agreement dated August 15, 1987, Second Party; witnesseth;

WHEREAS, on the 8th day of June, 1988, Second Party executed its certain promissory note in the principal sum of ONE MILLION TWO HUNDRED THOUSAND and No/100 Dollars (\$1,200,000.00), which note was payable to the First Party on or before July 1, 1990 with payments due monthly in the amount of TEN THOUSAND NINE HUNDRED SEVENTY FIVE and No/100 Dollars (\$10,975.00), with interest at the rate of TEN and ONE-HALF per cent (10.50%) 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 sum of ONE MILLION TWO HUNDRED THOUSAND and No/100 Dollars (\$1,200,000.00); said mortgage was recorded on June 10, 1988 Cas Document No. 981406 in the Office of the Recorder of Lake County Indiana; and

payment due date from August 12 1988 to April 12 1989, but with the maturity date to remain as July 1, 1990. In addition, principal balance shall remain ONE MILLION TWO HUNDRED THOUSAND and No/100 Dollars (\$1,200,000.00); payments shall remain at TEN THOUSAND NINE HUNDRED SEVENTY FIVE and No/100 Dollars (\$10,975.00), with payment being applied first to interest and the balance to principal, and with interest rate to remain at TEN and ONE-HALF per cent (10.50%) per annum; and

WHEREAS, it was the desire of the Second Party to extend the time of payment of the present principal outstanding balance of this note in the amount of ONE MILLION ONE HUNDRED NINETY TWO THOUSAND FOUR HUNDRED TWENTY ONE and 59/100 Dollars (\$1,192,420.59) for the period of one year from July 1, 1990 to July 1, 1991, with the interest rate to remain at TEN and ONE HALF per cent (10.50%) per annum, and the amount of the monthly interest and principal payments to remain at TEN THOUSAND NINE HUNDRED SEVENTY FIVE and No/100 Dollars (\$10,975.00), with the first payment under this agreement to be due July 1, 1990, and

WHEREAS, it was the desire of the Second Party to again extend the time of payment of the present principal outstanding balance of this note in the amount of ONE MILLION ONE HUNDRED EIGHTY FIVE THOUSAND SIX HUNDRED THREE and 94/100 Dollars (\$1,185,603.94) for a period of ONE (1) year, from July 1, 1991 to July 1, 1992, with the interest rate to remain at TEN and ONE HALF per cent (10.50%) per annum, and the amount of monthly interest and principal payments to remain at TEN THOUSAND NINE HUNDRED SEVENTY FIVE and No/100 Dollars (\$10,975.00), with the first payment under this agreement to be due July 1, 1991, and

WHEREAS, it was the desire of the Second Party to again extend the time of payment of the present principal outstanding balance of this note in the

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amount of ONE MILLION ONE HUNDRED SEVENTY SEVEN THOUSAND THREE HUNDRED SIXTY SEVEN and 78/100 Dollars (\$1,177,367.78) for a period of SIX (6) months, from July 1, 1992 to December 31, 1992, with the interest rate to remain at TEN and ONE-HALF per cent (10.50%) per annum, and the amount of the monthly interest and principal payments to remain at TEN THOUSAND NINE HUNDRED SEVENTY FIVE and No/100 Dollars (\$10,975.00), with the first payment under this Agreement to be due August 1, 1992, and

WHEREAS, it was the desire of the Second Party to again extend the time of payment of the present principal outstanding balance of this note in the amount of ONE MILLION ONE HUNDRED SEVENTY THREE THOUSAND TWO HUNDRED FORTY and 22/100 Dollars (\$1,173,240.22), for a period of EIGHTEEN MONTHS and ONE DAY, from December 31, 1992 to July 1, 1994, with the interest rate to be NINE and ONE HALF per cent (9.50%) per annum rather than TEN and ONE HALF per cent (10.50%) per annum, the monthly interest and principal payments to be TEN THOUSAND ONE HUNDRED FIFTY and No/100 Dollars (\$10,150.00) rather than TEN THOUSAND NINE HUNDRED SEVENTY FIVE and No/100 Dollars (\$10,975.00) with the first payment under this agreement to be due February 1, 1993, and

WHEREAS, it was the desire of the Second Party to again extend the This Document is the property of time of payment of the present principal outstanding balance of this note in the amount of ONE MILLION ONE HUNDRED FIFTY SIX THOUSAND SIX HUNDRED FIFTY NINE and 35/100 Dollars (\$1,156,659.35), for a period of ONE YEAR, from July 1, 1994 to July 1, 1995, with the interest rate to remain at NINE and ONE HALF per cent (9.50%) per annum, and the amount of the monthly interest and principal payments to remain at TEN THOUSAND ONE HUNDRED FIFTY and No/100 Dollars (\$10,150.00), with the first payment under this agreement to be due August 1, 1994; and

WHEREAS, it is the desire of the Second Party to again extend the time of payment of the present principal outstanding balance of this note in the amount of ONE MILLION ONE HUNDRED FORTY FOUR THOUSAND TWO MUNDRED NINE and 14/100 Dollars (\$1,144,209.14) for a person of two YEARS, from July 1, 1995 to July 1, 1997, with the interest rate to be at TEN per cent (10.00%) per annum rather than NINE and ONE-HALF per cent (9.50%) per annum, and the amount of the monthly interest and principal payments to be at TEN THOUSAND FIVE HUNDRED THIRTY TWO and 71/100 Dollars (\$10,532.71) rather than TEN THOUSAND ONE HUNDRED FIFTY and No/100 Dollars (\$10,150.00), and the first payment under this agreement to be due August 1, 1995; and

SECOND PARTY agrees to pay ONE-TENTH (1/10th) of the annual taxes per month as a tax escrow for future real estate taxes. The first payment of such escrow will be November 1, 1995.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the extension of the time of payment of the above mentioned note and mortgage, and with the change in the amount of the interest rate and the monthly interest and principal payments, it is hereby agreed that;

FIRST PARTY and SECOND PARTY agree that the aforementioned note and mortgage shall be extended as set out above, with the interest rate and amount of interest and principal payments to be as further stated above, with the first payment to be due August 1, 1995.

THE PARTIES further agree that all provisions of the note and mortgage herein referred to shall continue in full force and effect except as modified by this agreement.

WITNESS our hands and seal this 1st day of July, 1995.

MERCANTILE NATIONAL BANK OF INDIANA

Stoll,

Vice President

ATTEST:

Lara Anthony () Vice President

and

DOCULARE COUNTY TRUST NO. 3760, as Trustee under dated August 15, 1987

NOT OF SEESIGNATURE PAGE ATTACHED

This Document is the property of the Lake County Recorder!

STATE OF INDIANA)

COUNTY OF LAKE

On this 1st day of July, 1995, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William H. Stoll and Anthony J. Dera, Vice President and Vice President, respectively, of Mercantile National Chank of Indiana, and acknowledged the execution of the foregoing instrument.

Polimac

My commission expires: February 4, 1999 County of residence!

This instrument prepared by Anthony J. Lara,

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 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 of 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 forom unvelcabilities, 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 beneficiary/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 26th day of October, 1995.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated August 15, 1987 and known as Trust No. 3760.

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

ATTEST:
BY: Sandra & 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 26th day of October, 1995.

Laura L. Anderson-Notary Public

My Commission Expires:

November 11, 1995.

Resident: Lake County, In.