The Mercantile Newtonal Bank of Indiana. P.O. Box 249 Hammond, In 1132

NOTE AND MORTGAGE EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT entered as of the 14th day of October, 1994 by and between MERCANTILE NATIONAL BANK OF INDIANA, "MERCANTILE", in the Corporate capacity; and RANDALL H. NEWELL "NEWELL".

WHEREAS, on the 8th day of April, 1992, Newell executed its certain

Promissory Note in the principal sum of SIXTY FIVE THOUSAND AND AND

00/100 (\$65,000.00) DOLLARS, which note was payable to the

"Mercantile"on or before April 14, 1993, with interest payable atother

rate of ONE (1%) PERCENT per annum, variable, over the prime common rate, or its equivalent, to successors, as established from time to time to time following a prime rate change (herein the referred to as "Promissory Note.")

WHEREAS, this Promissory Note was secured by a Mortgage of even This Document is the property of date executed by "NEWELL" to MERCANTILE NATIONAL BANK OF INDIANA, in the sum of SIXTY FIVE THOUSAND and 00/100 (\$65,000.00) DOLLARS; said mortgage was recorded May 10, 1992, as Document No. 92027741 in the Recorder's Office of Lake County, Indiana; and

WHEREAS, it was the desire of "NEWELL" to extend the time of paying of the Promissory Note for a period of EIGHTEEN MONTHS, from April 14, 1993 to October 14, 1994, with interest to remain at ONE (1%) PERCENT 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 quarterly payments to interest are to remain continuing as of July 14, 1993.

WHEREAS, it is again the desire of the "NEWELL" to extend the time of paying of the balance of the Promissory Note in the amount of TWENTY FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS for a period of one year, from October 14, 1994 to October 13, 1995, with interest to remain at ONE (1%) PERCENT 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 January 13, 1995.

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WHEREAS, it is again the desire of the "NEWELL" to extend the time of payment of the balance of the Promissory Note in the amount of TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS for a period of one year, from October 13, 1995 to October 13, 1997, with interest to remain at ONE (1%) PERCENT 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 January 13, 1996.

NOW THEREFORE, in consideration of the mutual benefits to be derived from the extension of the time of payment and with no change in the interest rate and manner of payment of said Note and Mortgage above referred to, it is hereby agreed as 100 lows:

- (1) That the time correspond of the Promissory Note is now extended too catabar is the property of
- That the lake County Recorder!

 That the interest rate of the Promissory Note shall remain at ONE (1%) PERCENT per annum, variable, over the Chicago Prime Rate as stated above and all provisions of the Promissory Note and 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 January 13, 1996.

WITNESS my Hand and Saa this 13, day of October, 1995.

MERCANTILE NATIONAL BANK OF INDIANA

Charles F. Pintar Vice President

ATTEST:

Robert W. Bielfeldt

Assistant Vice President

AND

Randall H. Newell

STATE OF INDIANA)
SS:
COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State, this 13th day of October, 1995, personally appeared Charles F. Pintar, Vice President and Robert W. Bielfeldt, Assistant Vice President, respectively, of Mercantile National Bank of Indiana, and acknowledged the execution of the foregoing instrument.

Witness my hand and official seal.

Printed Name: Derri L. Gibson

My Commission Expires: 08/23/96
County of Residence: Lake

STATE OF INDIANA)

SS:

COUNTY OF LAKE

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Before me, the undersigned, a Notary Public, in and for the said County and State, this 13th day of October, 1995, personally appeared Randall H. Newe This did cacknowledged the personal of the foregoing instrument.

the Lake County Recorder!

Witness my hand and official seal.

Printed Name: Derri L. Gibson

My Commission Expires: 08/23/96
County of Residence: Lake

This document prepared by Michelle Webb.