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NOTE AND MORTGAGE EXTENSION AND MODIFICATION AGREEMENT

THIS AGREEMENT, made and entered into by and between MERCANTILE NATIONAL BANK OF INDIANA, with offices as 5243 Hohman Avenue, Hammond, Indiana, hereinafter referred to as "Bank" and MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE UNDER PROVISIONS OF A CERTAIN TRUST AGREEMENT, DATED THE 24TH DAY OF MARCH, 1988, AND KNOWN AS TRUST NUMBER 5067, hereinafter referred to as "Bosrower".

WITHESSETH, That:

WHEREAS, the Bank is the owner and holder of a Real Estate Mortgage Note from Mercantile National Bank Of Indiana, As Trustee Under Provisions of a Certain Trust Agreement, Dated the 5th Day of September, 1984, and Amended February 27, 1985, and Known as Trust Number 4553, hereinafter referred to as "Mortgagor", for the original principal sum of One Hundred Sixty Thousand and NO/100 Dollars (\$160,000.00) dated December 4, 1985, and December 6, 1985, hereinafter referred to as the "Note", with said Real Estate Mortgage Note being subsequently assumed by the Borrower, together with that certain Real Estate Mortgage, hereinafter referred to as the "Mortgage", securing the payment of the Note, as made and executed by Mortgagor to the Bank concurrently with the execution of the Note, and recorded as Document No. \$33938, in the Office of the Recorder of Lake County, Indiana on December 20, 1985, subsequently amended and modified by Note and Mortgage Extension Agreement dated December 1, 1990, further amended and modified by Note and Mortgage Extension and Modification Agreement dated February 10, 1992, all describing and covering the real estate located in Lake County, Indiana, to-wit:

The East 309.20 feet of the South 227.83 feet of that part of bot 1 in Southlake Industrial Park, as shown in Plat Book 67, Page 70, in the Office of the Recerder of Lake County, Indiana, lying North of the North right of way line of 86th Place, excepting the East 154.60 feet thereof.

WHEREAS, Borrower desires for the Bank to extend the maturity date of the Note and Mortgage, and subsequent modifications to February 1, 2002, at which time the entire outstanding balance plus any accrued interest and charges will be due and payable in full; and

WHEREAS, Borrower desires for the Bank to reduce the interest rate to 9.25% for the remaining term and to recalculate the amount of the monthly payments based on the new rate; and

WHEREAS, the Bank is willing to allow such extension of the maturity date of the Note and Mostgage, and Subsequent modifications; and

WHEREAS, the Bank is willing to reduce the interest rate and to recalculate the monthly payment based on the new interest rate and remaining original amortization period;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, it is hereby agreed as follows:

- 1. The principal amount remaining unpaid upon the indebtedness evidenced by the and subsequent modifications as of the date hereof is the sum of \$68,717.76.
- 2. The new interest rate of 9.25% will be effective February 1, 1997, and the mounthly payments will be 51,434.82 principal and interest, effective with the March 1, 1998, payment. Impropriate and interest payments will continue to be due on the first day of each point.
- The refurity date of the Note and Mortgage, and subsequent modifications will be believed by the charges will be due and payable in full:
- The Borrower hereby reaffirms and agrees to abide by all of the covenants wintinger in the Note, Mortgage, and subsequent modifications;
- Under the Provisions of a Certain Trust Agreement dated March 24, 1988, and known as Trust ee Under the Provisions of a Certain Trust Agreement dated March 24, 1988, and known as Trust Number 5067, is currently the owner of the property described in the Mortgage and that the Mortgage is a valid and subsisting first lien thereon; that there are no offsets, counterclaims or defenses to the balance remaining unpaid, or to any part thereof, either at law or in equity; and that the Mortgage shall continue as a valid first lien upon the real estate hereinabove and therein described, as security for the repayment of said remaining unpaid principal balance with interest, at the time and in the manner provided for in the Note and subsequent modifications.
- 6. The Borrower further agrees that all terms conditions, and covenants of the Note, Mortgage, subsequent modifications, and all agreements made a part thereof, shall remain unaltered and in full force and effect except as herein expressly modified.

CTIC Has made an accommodation recording of the instrument. We have made no examination of the instrument or the land effected. 1400

7. The Bank shall hereafter accept installment payments from Borrower and apply them to the unpaid principal balance due as set out herein pursuant to the terms of this Agreement and the Note, Mortgage, and subsequent modifications described herein and therein.

IN WITNESS WHEREOF, the Bank and the Borrower have executed this Agreement this 1st day of February, 1997.

BORROWER:

SEE SIGNATURE PAGE ATTACHED

Mercantile National Bank of Indiana, as Trustee Under the Provisions of a Certain Trust Agreement dated March 24, 1988, and Known as Trust Number 5067

Agreed & Acknowledged this | 8t day of February, 1997. antis, Beward Representative for the BANK: This Document is the property of the Lake County Recorder! Stoll Its: Senior Vice President STATE OF INDIANA COUNTY OF LAKE Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared William H. Stoll, known to me to be such Officer of Mercantile National Bank of Indiana, and acknowledged execution of the foregoing Agreement, as such Officer, for and on behalf of said corporation and by authority of its Board of Birectors for the use and purposes therein set Witness my hand and notarial seal this at day of February, 1997. Mark & Dallock NOTARY PUBLIC Garland L. Bullock Printed Name My Commussi o Expires: 8-5-97 My County of Residence:

This Instrument prepared by William H. Stoll as Senior Vice President of Mercantile National Bank of Indiana, 5243 Hohman Avenue, Hammond, Indiana 46320.

THIS NOTE AND MORTGAGE EXTENSION AND MODIFICATION AGREEMENT is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 24th day of March, 1988, creating Trust #5067; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary not withstanding that each and all of the covenants, undertakings, representations, agreements, and liabilities, herein made are made and intend, not as personal covenants, undertakings, representations, agreements, and liabilities, of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the MERCANTILE NATIONAL BANK OF INDIANA, 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 MERCANTILE NATIONAL BANK OF INDIANA, on account hereof, or on account of any covenant, undertaking, representation or agreement herein, either expressed or implied, all such personal liability, if any, being 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.

Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, 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. MERCANTILE NATIONAL BANK OF INDIANA, 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.

Furthermore, 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.

This Document is the property of
IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Land Trust Administrator and its corporate seal hereunto affixed and attested by its Trust Officer the day and year first above written.

MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE AFORESAID AND NOT PERSONALLY.

DV.

Kathy Applegate, Land Trust Administrator

ATTEST:

Mary Ann Grzybowski, Trust Officer

STATE OF INDIANA)

COUNTY OF LAKE)

I, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Kathy Applegate, Land Trust Administrator, and Mary Ann Grzybowski, Trust Officer, of the Mercantile National Bank of Indiana, a National Banking Association, personally known to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Administrator and 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 National Banking Association, as Trustee, for the uses and purposes therein set forth; and the Mary Ann Grzybowski did also then and there acknowledge that he, as custodian of the corporate seal of said National Banking Association to said instrument as his own free and voluntary act, and as the free and voluntary act of said National Banking Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of February, 1997.

ry Public JANNETT L. GIBSON

My Commission Expires: Apr. 29, 2000

County of Residence: LAKE

Resident of Lake County