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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

R-66196  
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NOTE AND MORTGAGE EXTENSION AND MODIFICATION AGREEMENT  
W. CARTER  
RECORDER

Chicago Title Insurance Company

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 TRUST AGREEMENT DATED NOVEMBER 10, 1986, AND KNOWN AS TRUST NUMBER 4897, hereinafter referred to as "Borrower".

WITNESSETH, That:

WHEREAS, the Bank is the owner and holder of a Real Estate Mortgage Note of the Borrower for the original principal sum of One Hundred Thirty-Five Thousand and NO/100 Dollars (\$135,000.00) dated November 2, 1989, hereinafter referred to as the "Note", together with that certain Real Estate Mortgage, hereinafter referred to as the "Mortgage", securing the payment of the Note, as made and executed by Borrower to the Bank concurrently with the execution of the Note, and recorded as Document No. 070074, in the Office of the Recorder of Lake County, Indiana on November 22, 1989, describing and covering the real estate located in Lake County, Indiana, to-wit:

Part of Block 2 in Bel-Oaks Estates, as per plat thereof, recorded in Plat Book 37 page 91, in the Office of the Recorder of Lake County, Indiana, described as follows: Beginning at a point on the South line of said Block 2 which is 572 feet East of the Southwest corner of said Block; thence North 1 Degree, 41 Minutes, 25 Seconds East 115 feet; thence North 34 Degrees East to a point on the Southerly line of 63rd Avenue, said point being the point of beginning of the tract herein described; thence Westerly along the Southerly line of 63rd Avenue to a point on a line, which line bears North 1 Degree, 41 Minutes, 25 Seconds East from a point on the South line of said Block 2 which is 482 feet East of the Southwest corner thereof; thence South 1 Degree, 41 Minutes, 25 Seconds West along said line to a point which is North 1 Degree, 41 Minutes, 25 Seconds East 150 feet from the South line of said Block 2; thence South 88 Degrees, 18 Minutes, 35 Seconds East 82 feet; thence South 56 Degrees East 25 feet; more or less, to a point on a line which bears South 34 Degrees West from the point of beginning of the tract herein described; thence North 34 Degrees East along said line to the point of beginning.

WHEREAS, Borrower desires for the Bank to extend the maturity date of the Note and Mortgage to December 1, 2001, 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 9.50% for the remaining term of the extension 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 Mortgage; 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 Note as of the date hereof is the sum of \$127,298.31.
2. The new interest rate of 9.50% will be effective December 1, 1996, and the new monthly payments will be \$1,135.66 principal and interest, effective with the January 1, 1997, payment. Principal and interest payments will continue to be due on the first day of each month.
3. The maturity date of the Note and Mortgage will be December 1, 2001, at which time the entire outstanding balance plus any accrued interest and charges will be due and payable in full;
4. The Borrower hereby reaffirms and agrees to abide by all of the covenants contained in the Note, Mortgage, and subsequent modifications;
5. The Borrower hereby covenants that Mercantile National Bank of Indiana, as Trustee under Trust Agreement dated November 10, 1986, and known as Trust Number 4897, 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.

CTIC Has made an accomodation recording of  
the instrument. We Have made no examination  
of the instrument or the land affected

Handwritten initials/signature

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.

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 December, 1996.

BORROWER:

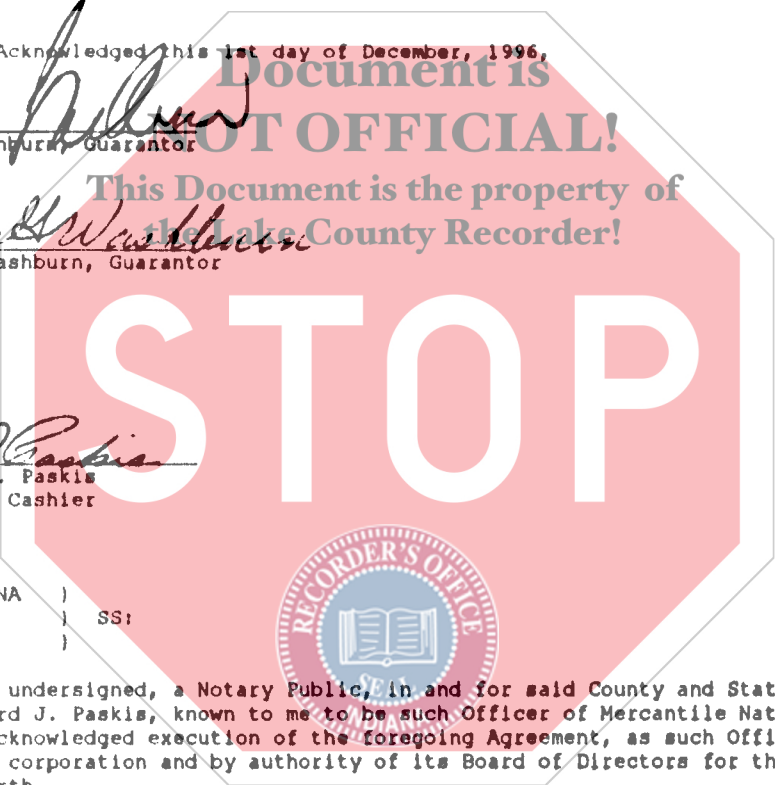
SEE SIGNATURE PAGE ATTACHED

Mercantile National Bank of Indiana, as Trustee under Trust Agreement dated November 10, 1986, and known as Trust Number 4897

Agreed To and Acknowledged this 1st day of December, 1996,

*Verne Washburn*  
By: Verne Washburn, Guarantor

*Rosalee Washburn*  
By: Rosalee Washburn, Guarantor



BANK:

*Richard J. Paskis*  
By: Richard J. Paskis  
Its: Assistant Cashier

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Richard J. Paskis, 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 Directors for the use and purposes therein set forth.

Witness my hand and notarial seal this 1st day of December, 1996.

*Garland L. Bullock*  
NOTARY PUBLIC

Garland L. Bullock  
Printed Name

My Commission Expires:  
8-5-97

My County of Residence:  
Lake

This Instrument prepared by Richard J. Paskis as Assistant Cashier 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 10th day of November, 1986, creating Trust #4897; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding 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.

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,

BY: Kathy Applegate  
Kathy Applegate, Land Trust Administrator

ATTEST:

Mary Ann Grzybowski  
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, did affix the said 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 December, 1996.

Jannett L. Gibson  
Notary Public JANNETT L. GIBSON  
My Commission Expires: Apr. 29, 2000  
County of Residence: LAKE

Resident of Lake County

