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STATE OF INDIANA FILED FOR RECORD

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MORRIS W. CARTER NOTE AND MORTGAGE EXTENSION AND MODIFICATION AGREEM

THIS AGREEMENT, entered into this 9th of August, 1997, by and between MERCANTILE NATIONAL BANK of INDIANA, in its corporate capacity, First Party; and MERCANTILE NATIONAL BANK OF INDIANA AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 19, 1984 AND KNOWN AS TRUST NO. 4560, Second Party;

Chicago Tide Insurance Company oct. WHEREAS, on the 9th day of August, 1996, Second Party executed its certain promissory note in the principal sum of NINETY THOUSAND and No/100 Dollars (\$90,000.00), with interest payable at maturity at the rate of Eight and 00/100 per cent (8.00%) per annum, with the balance due and payable on or before August 9, 1997; 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 NINETY THOUSAND and No/100 DOLLARS dated August 9, 1996 and recorded August 16, 1996 as Document No. 96055161 in the Office of the Recorder of Lake County, IN; and

WHEREAS, it is the desire of the Second Party to extend the time of paying the above described note in the amount of NINETY THOUSAND and No/100 Dollars (\$90,000.00) for a period of ONE (1) YEAR, from August 9, 1997 to August 9, 1998, with principal plus accrued interest payable at maturity at a rate of EIGHT per cent (8.00%) per annum.

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 manner of paying monthly interest payments on the aforesaid note and mortgage, it is hereby agreed that;

FIRST PARTY and SECOND PARTY agree that the aforementioned note and mortgage shall be extended as set out above.

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

IT IS FURTHER AGREED 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 and SEAL this 9th day of August, 1997.

MERCANTILE NATIONAL BANK OF INDIANA

William H. Stoll, Sr. Vice President

ATTEST:

Art Mulholland, Vice President

and

MERCANTILE NATIONAL BANK OF INDIANA AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 19, 1984 AND KNOWN AS TRUST NO. 4560

SEE SIGNATURE PAGE ATTACHED

STATE OF INDIANA)

OBS:
COUNTY OF LAKE

Before me, the undersigned, a Notary Public in and for said County and State this 30th day of September , 1997, personally appeared William H. Stoll and Art Mulholland, Senior Vice President and Assistant Vice President, respectively, of Mercantile National Bank of Indiana and acknowledged the execution of the foregoing document.

Witness my hand and official seal.

PUBLICATION

Printed Name: Garland L. Bullock

My commission expires: 8-5-01
County of residence: Lake

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 19th day of October, 1984, creating Trust #4560; 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.

IN WITNESS WHEREOF, said MERCANTILE NATIONAL BANK OF INDIANA, has caused its name to be signed to these presents by a Trust Officer 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: Mary Ann Zembara, Trust Officer

ATTEST:

Bushemi, 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 Mary Ann Zembala and James V. Bushemi 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 Trust Officer 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 that James V. Bushemi 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

Given under my hand and Notarial Seal this 29th day of September, 1997.

ADRIANA M. GONZALEZ

My Commission Expires: 05/04/01

Notary Public

County of Residence: LAKE

Resident of Lake County