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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97 OCT 14 AM 8:56

MORRIS W. CARTER  
RECORDER

### MODIFICATION AND EXTENSION OF MORTGAGE

<b>BORROWER</b> Wilbur A. Davis Jean A. Davis		<b>MORTGAGOR</b> Wilbur A. Davis Jean A. Davis	
<b>ADDRESS</b> 659 N. Montgomery Street Gary, IN 46403		<b>ADDRESS</b> 659 N. Montgomery Street Gary, IN 46403	
<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>	<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>
<b>ADDRESS OF REAL PROPERTY:</b> 659 N. Montgomery Street Gary, IN 46403			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 5TH day of OCTOBER, 1997, is executed by and between Mortgagor and MERCANTILE NATIONAL BANK OF INDIANA 5243 Hohman Avenue, Hammond, IN 46320 ("Lender").

A. On MAY 1, 1996, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of SEVENTY-FIVE THOUSAND AND NO/100 (\$ 75,000.00), which Note was secured by a mortgage ("Mortgage") executed by Mortgagor for the benefit of Lender encumbering the real property described on Schedule A below and recorded on MAY 13, 1996 at book page \_\_\_\_\_ in the records of the County Recorder of Lake County, Indiana. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents."

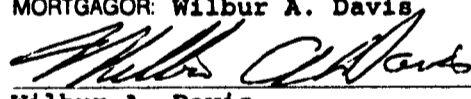
B. The parties have agreed to modify and extend the maturity date of the Note, and it is necessary to provide for a similar modification and extension of the Mortgage. The parties agree as follows:

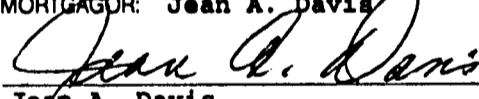
1. The maturity date of the Note is extended to JULY 5, 1999, at which time all outstanding sums due to Lender under the Note shall be paid in full.

2. The parties acknowledge and agree that, as of OCTOBER 5, 1997, the unpaid principal balance due under the Note was \$ 60,833.32, and the accrued and unpaid interest on that date was \$ 0.00.

MORTGAGOR ACKNOWLEDGES THAT MORTGAGOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE ON THE REVERSE HEREOF.

Dated: OCTOBER 5, 1997

MORTGAGOR: Wilbur A. Davis  
  
Wilbur A. Davis

MORTGAGOR: Jean A. Davis  
  
Jean A. Davis

MORTGAGOR:  
\_\_\_\_\_

MORTGAGOR:  
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MORTGAGOR:  
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MORTGAGOR:  
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MORTGAGOR:  
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MORTGAGOR:  
\_\_\_\_\_

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3. The Mortgage is further modified as follows:

Charge account #94-02160 monthly in the amount of \$3,041.67 plus interest.

4. Mortgagor represents and warrants that Mortgagor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below.

5. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified.

6. Mortgagor agrees to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

**SCHEDULE A**

Lot 7, 8 and 9, Robert Bartlett's Marquette Park Estates, in the City of Gary, as shown in Plat Book 27, page 29, Lake County, Indiana.  
Instrument #96031604

**SCHEDULE B**



STATE OF INDIANA )  
COUNTY OF Lake ) ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
William A. and Jean A. Davis, who executed the foregoing

Mortgage In my presence and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 9th day of October, 1997.

*Michelle M. Luna*

Notary Public Residing In Lake County

Michelle M. Luna

Printed Signature

My Commission Expires: 7/31/01

STATE OF INDIANA )  
COUNTY OF \_\_\_\_\_ ) ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
\_\_\_\_\_, the \_\_\_\_\_ of

\_\_\_\_\_, a(n) \_\_\_\_\_  
\_\_\_\_\_, who executed the foregoing \_\_\_\_\_ for and on

behalf of said \_\_\_\_\_ in my presence and stated that the representations  
contained therein are true.

Witness my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Residing In \_\_\_\_\_ County

My Commission Expires: \_\_\_\_\_

Printed Signature

THIS DOCUMENT WAS PREPARED BY:  
Derri L. Gibson

AFTER RECORDING RETURN TO LENDER.

*[Handwritten Signature]*