

97073181

97 OCT 28 AM 11:26

MORRIS W. CARTER  
REC'D

**MODIFICATION AND EXTENSION  
OF MORTGAGE**

↓ 5243 Hobbes Ave - Hammond

<b>BORROWER</b> Mercantile National Bank as Trustee under Trust #3562, dated 3/31/77		<b>MORTGAGOR</b> Mercantile National Bank as Trustee under Trust #3562, dated 3/31/77	
<b>ADDRESS</b> 524 St. Andrews Drive Schererville, IN 46375		<b>ADDRESS</b> 524 St. Andrews Drive Schererville, IN 46375	
<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>	<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>
<b>ADDRESS OF REAL PROPERTY:</b> 524 St. Andrews Drive Schererville, IN 46375			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 10TH day of SEPTEMBER, 1997, is executed by and between Mortgagor and MERCANTILE NATIONAL BANK OF INDIANA 5243 Hohman Avenue, Hammond, IN 46320 ("Lender").

A. On APRIL 10, 1996, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of ONE HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED AND NO/100 (\$ 181,700.00), 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 APRIL 19, 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 NOVEMBER 21, 1997, 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 SEPTEMBER 10, 1997, the unpaid principal balance due under the Note was \$ 180,780.35, 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: SEPTEMBER 10, 1997

MORTGAGOR: Mercantile National Bank as Trustee MORTGAGOR:  
under Trust #3562, dated 3/31/77

See Signature Page Attached

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

14.00  
279650  
JM  
165043

3. The Mortgage is further modified as follows:

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 17, block 1, of Briar Ridge Country Club's addition, Unit 3, as shown in Plat Book 60, page 14, in Lake County, Indiana. Instrument #96025665

**SCHEDULE B**

**THIS MODIFICATION AND EXTENSION OF MORTGAGE** is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated the 31st day of March, 1977, creating Trust #3562; 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 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 Zembala*  
Mary Ann Zembala, Trust Officer

ATTEST:

*James V. Bushemi*  
James V. 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 forth.

Given under my hand and Notarial Seal this 10th day of October, 1997.

ADRIANA M. GONZALEZ  
My Commission Expires: 05/04/01

*Adriana M. Gonzalez*  
Notary Public

County of Residence: LAKE  
Resident of Lake County