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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MORRIS W. CARTER  
RECORDER

### MODIFICATION AND EXTENSION OF MORTGAGE

<b>BORROWER</b> Noumenon Systems Corporation		<b>MORTGAGOR</b> Raymond C. Frost Audrey C. Frost	
<b>ADDRESS</b> 3010 W. 63rd Avenue Merrillville, IN 46410		<b>ADDRESS</b> 3010 W. 63rd Avenue Merrillville, IN 46410	
<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>	<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>

**ADDRESS OF REAL PROPERTY:** N.W. Corner of 56th & Georgia  
Merrillville, IN 46410

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 8<sup>TH</sup> day of DECEMBER, 1997, is executed by and between Mortgagor and MERCANTILE NATIONAL BANK OF INDIANA 5243 Hohman Avenue, Hammond, IN 46320 ("Lender").

A. On SEPTEMBER 18, 1992, 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 THOUSAND AND NO/100 (\$ 100,000.00), 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 OCTOBER 23, 1992 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:

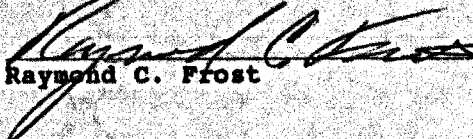
1. The maturity date of the Note is extended to MARCH 18, 1998, at which time all outstanding sums due to Lender under the Note shall be paid in full.
2. The parties acknowledge and agree that, as of OCTOBER 18, 1997, the unpaid principal balance due under the Note was \$ 13,345.83, and the accrued and unpaid interest on that date was \$ 0.00.

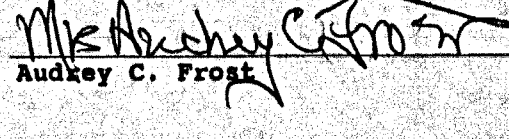
MORTGAGOR ACKNOWLEDGES THAT MORTGAGOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE ON THE REVERSE HEREOF.

Dated: DECEMBER 8, 1997

MORTGAGOR: Raymond C. Frost

MORTGAGOR: Audrey C. Frost

  
Raymond C. Frost

  
Audrey C. Frost

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

13.00  
165153

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**

That part of the Southeast quarter of the Northwest quarter of Section 3, Township 35 North, Range 8 West of the 2nd P.M., lying North of the gravel road and East of the East line of cemetery tract conveyed by Dennis Mellon and Elizabeth Mellon, his wife, to Maurice De St. Palaise by deed dated May 27, 1850, and recorded June 10, 1850, in deed Record "E", page 396 in Lake County Recorder, Indiana.  
Instrument #92067501

**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 Raymond C. Frost and Audrey C. Frost, who executed the foregoing instrument in my presence and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 8th day of December, 1997.



*Carole Lee Clark*  
Notary Public Residing In Jasper County  
Carole Lee Clark

My Commission Expires: December 7, 1998

Printed Signature

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.

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**

That part of the Southeast quarter of the Northwest quarter of Section 3, Township 35 North, Range 8 West of the 2nd P.M., lying North of the gravel road and East of the East line of cemetery tract conveyed by Dennis Mellon and Elizabeth Mellon, his wife, to Maurice De St. Palaise by deed dated May 27, 1850, and recorded June 10, 1850, in deed Record "E", page 396 in Lake County Recorder, Indiana. Instrument #92067501

**SCHEDULE B**