

STATE OF INDIANA
LAKE COUNTY
PLAT BOOK 2, PAGE 29

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RECORDED

NOTE AND MORTGAGE EXTENSION AND MODIFICATION AGREEMENT

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 JUNE 23, 1992 AND KNOWN AS TRUST NO. 5550, hereinafter referred to as "Borrower".

WITNESSETH, That:

WHEREAS, the Bank is the owner and holder of a Commercial/Agricultural Revolving or Draw Note-Fixed Rate of the Borrower for the original principal sum of Five Hundred Thousand and NO/100 Dollars (\$500,000.00) dated September 29, 1992, as subsequently amended by the Extension and Amendment to Commercial/Agricultural Promissory Note dated November 4, 1994, hereinafter referred to as the "Note", together with that certain 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. 92061836, in the Office of the Recorder of Lake County, Indiana on September 30, 1992, describing and covering the real estate located in Lake County, Indiana, to-wit:

Lots 1 to 7, both inclusive, Block 6, Homewood addition in the City of Hammond, as shown in Plat Book 2, page 29, in Lake County, Indiana,

WHEREAS, Borrower desires for the Bank to extend the maturity date of the Note and Mortgage and subsequent amendments to June 1, 2003, at which time the entire outstanding balance plus any accrued interest and charges will be due and payable in full (balloon payment); and

WHEREAS, Borrower desires for the Bank to continue with the fixed rate of 9.00% for the remaining term of the extension and recalculate the amount of monthly payments based on the fixed rate of 9.00% and a twenty (20) year amortization period; and

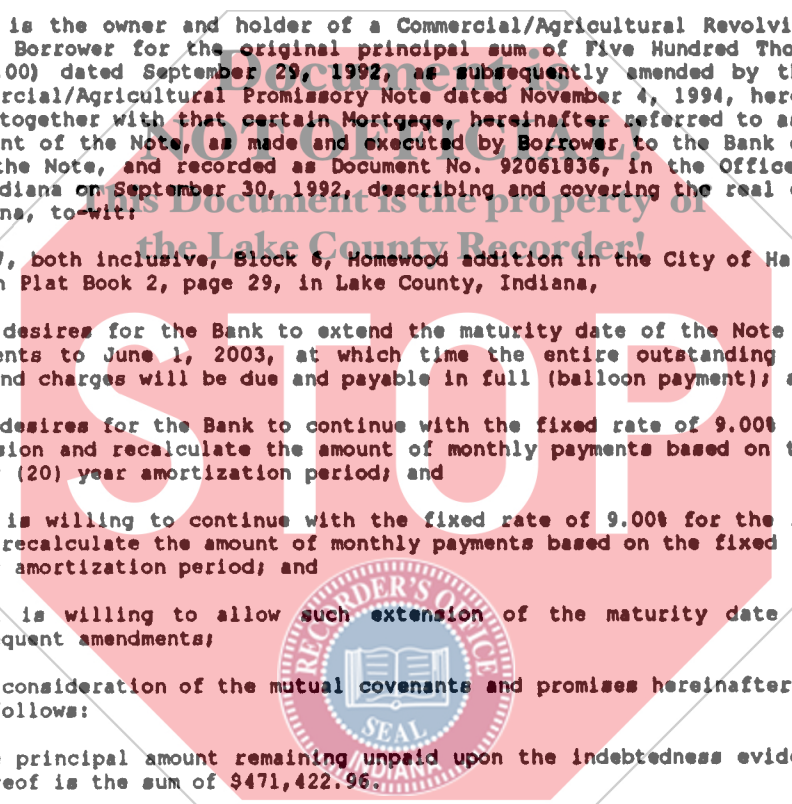
WHEREAS, the Bank is willing to continue with the fixed rate of 9.00% for the remaining term of the extension and recalculate the amount of monthly payments based on the fixed rate of 9.00% and a twenty (20) year amortization period; and

WHEREAS, the Bank is willing to allow such extension of the maturity date of the Note and Mortgage and subsequent amendments;

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 \$471,422.96.
2. The interest rate will continue to be 9.00% for the remaining term of the extension, and the new monthly payments will be \$4,241.51 principal and interest, effective with the July 1, 1998, 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 June 1, 2003, at which time the entire outstanding balance plus any accrued interest and charges will be due and payable in full (balloon payment);
4. The Borrower hereby reaffirms and agrees to abide by all of the covenants contained in the Note, Mortgage, and subsequent amendments;

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5. The Borrower hereby covenants that Mercantile National Bank of Indiana, as Trustee under Trust Agreement dated June 23, 1992 and known as Trust No. 5550 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.

6. The Borrower further agrees that all terms conditions, and covenants of the Note, Mortgage, subsequent amendments, 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 amendments described herein and therein.

IN WITNESS WHEREOF, the Bank and the Borrower have executed this Agreement this 23rd day of June, 1998.

BORROWER:

SEE SIGNATURE PAGE ATTACHED

Mercantile National Bank of Indiana, as Trustee under Trust Agreement dated June 23, 1992, and known as Trust No. 5550

Agreed To and Acknowledged this 23rd day of June, 1998,

By: John Davids, Guarantor

By: Harrison Park Centre, LLC as Guarantor

By: Jack N. Davids, Guarantor

By: Its: Member

By: Terrence M. Conley, Guarantor

By: Its: Member

By: Thomas Gallagher, Guarantor

BANK:

Mercantile National Bank of Indiana

By: Richard J. Paskis
Its: Assistant Vice President

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!



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 23rd day of June, 1998.

Garland L. Bullock
NOTARY PUBLIC

Garland L. Bullock
Printed Name

My Commission Expires:
8-5-01

My County of Residence:
Lake



This Instrument prepared by Richard J. Paskis as Assistant Vice President 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 23rd day of June, 1992, creating Trust #5550; 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.

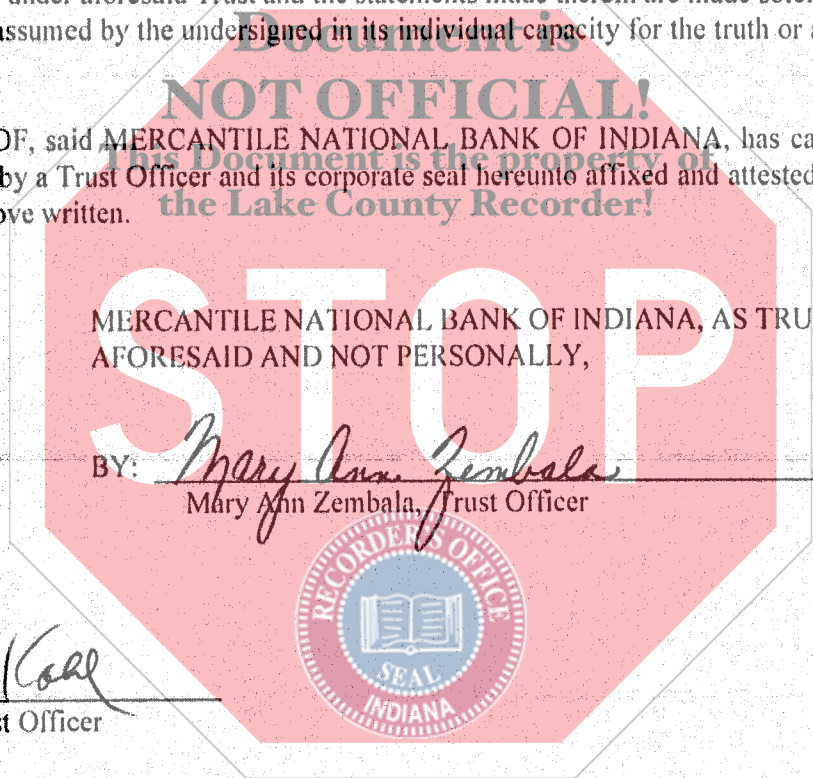
Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from 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:

Jacquelyn M. Kohl
Jacquelyn M. Kohl, Trust Officer

STATE OF INDIANA)

COUNTY OF LAKE)

Before me, a Notary Public in and for said County in the State aforesaid, Mary Ann Zembala and Jacquelyn M. Kohl 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 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 Jacquelyn M. Kohl did also then and there acknowledge that he/she 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/her 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 23rd day of June, 1998.

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

Resident of Lake County