

3
BEING RE-RECORDED DUE TO ERROR
IN RECORDING NUMBER

98105005

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

98 DEC 30 AM 10:52

MORRIS W. CARTER
RECORDER

MODIFICATION AND EXTENSION OF MORTGAGE

BORROWER		MORTGAGOR	
Daniel Burns		Daniel Burns	
ADDRESS		ADDRESS	
57 Vine Street Hammond, IN 46320		57 Vine Street Hammond, IN 46320	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
	309-70-7979		309-70-7979
ADDRESS OF REAL PROPERTY: 57 Vine Street Hammond, IN 46320-1045			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 18TH day of DECEMBER, 1998, is executed by and between Mortgagor and MERCANTILE NATIONAL BANK OF INDIANA 5243 HORDMAN AVENUE, HAMMOND, IN 46320 ("Lender").

A. On JUNE 15, 1998, 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 TWENTY-EIGHT THOUSAND AND NO/100 (\$ 128,000.00), 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 JUNE 23, 1998 at 98-046929 in the records of the Lake 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 DECEMBER 11, 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 DECEMBER 11, 1998, the unpaid principal balance due under the Note was \$ 128,000.00, 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 18, 1998

MORTGAGOR: Daniel Burns

Daniel Burns

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

99030145

MORRIS W. CARTER
RECORDER

99 APR -9 AM 9:21

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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15.00
1400
K.C.
51777

3. The Mortgage is further modified as follows:

20000182

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

Part of Lot 5 in Block 1 in South View Addition to Hammond, as per plat thereof, recorded in Plat Book 12 page 32, in the Office of the Recorder of Lake County, Indiana, described as follows: beginning at a point in the South line of said Lot 5 that is 145.00 feet West of the Southeast corner of said Lot 5, measured along said South line; thence continuing on said South line 55.0 feet to a line that is parallel to and 85.00 feet Easterly of the West line of said Lot 5 (which West line is now also the West line of a 20 foot alley); thence Northerly on said 85.00 foot parallel line, 125 feet to the North line of said Lot 5; thence Easterly 55 feet along the North line of said Lot 5; thence Southerly on a line which is parallel to the West line of Lot 5, a distance of 125 feet to the point of beginning.
Key #36-110-20

NOT OFFICIAL!

This Document is the property of the Lake County Recorder!



SCHEDULE B

20000182

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STATE OF INDIANA)
COUNTY OF LAKE) ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared DANIEL BURNS, who executed the foregoing INSTRUMENT

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

Witness my hand and Notarial Seal this 22ND day of DECEMBER, 1998.

Michelle M. Luna

Notary Public Residing In LAKE County

MICHELLE M. LUNA

Printed Signature

My Commission Expires: 07-31-01

STATE OF INDIANA)
COUNTY OF) ss:

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

behalf of said _____, who executed the foregoing _____ for and on _____

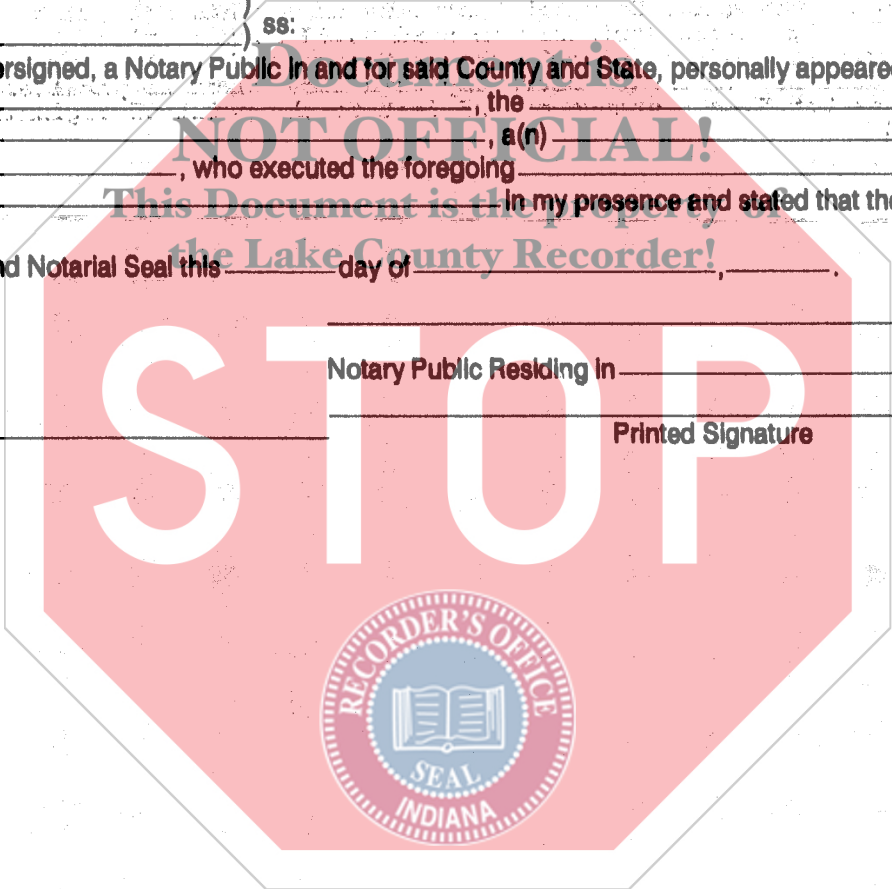
contained therein are true. In my presence and stated that the representations

Witness my hand and Notarial Seal this _____ day of _____.

Notary Public Residing In _____ County

Printed Signature

My Commission Expires: _____



THIS DOCUMENT WAS PREPARED BY:
Chris A. Chatfield/dlg

AFTER RECORDING RETURN TO LENDER.