

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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2000 FEB -1 AM 10:49

MORRIS W. CARTER  
RECORDER

**MODIFICATION AND EXTENSION  
OF MORTGAGE**

<b>BORROWER</b> Cover-Rite, Inc.		<b>MORTGAGOR</b> Kevin P. Kolodziej	
<b>ADDRESS</b> 9400 Indianapolis Blvd. Highland, IN 46322		<b>ADDRESS</b> 1726 Wintergreen Court Scherville, IN 46375	
<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b> 35-1310695	<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>
<b>ADDRESS OF REAL PROPERTY:</b> 1726 Wintergreen Court Scherville, IN 46375			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 22ND day of JANUARY, 2000, is executed by and between Mortgagor and MERCANTILE NATIONAL BANK OF INDIANA 5243 HOHMAN AVENUE, HAMMOND, IN 46320 ("Lender").

A. On AUGUST 1, 1997, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of THIRTY THOUSAND AND NO/100 (\$ 30,000.00), 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 SEPTEMBER 26, 1997 at 97064961 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 JANUARY 22, 2001, 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 JANUARY 22, 2000, the unpaid principal balance due under the Note was \$ 70,000.00, 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: JANUARY 22, 2000

MORTGAGOR: Kevin P. Kolodziej

*Kevin P. Kolodziej*  
Kevin P. Kolodziej

MORTGAGOR:



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MORTGAGOR:

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The Mercantile National  
Bank of Indiana  
P.O. Box 249  
Hammond, Indiana 46325

MA# 428440  
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100

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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**

PART OF LOT 7 BRANDONWOOD LAKES TOWNHOMES, IN THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 64 PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE NORTH 00 DEGREES 08 MINUTES 53 SECONDS EAST ALONG THE WEST LINE OF SAID LOT A DISTANCE OF 101.20 FEET; THENCE SOUTH 81 DEGREES 51 MINUTES 06 SECONDS EAST, 111.55 FEET TO THE EAST LINE OF SAID LOT 7; THENCE SOUTH 08 DEGREES 07 MINUTES 54 SECONDS WEST, 20.32 FEET, THENCE SOUTH 58 DEGREES 47 MINUTES 38 SECONDS WEST, 126.05 FEET TO THE POINT OF BEGINNING. COMMONLY KNOWN AS 1726 WINTERGREEN COURT, UNIT 7-1, SCHERERVILLE, INDIANA.



STATE OF INDIANA )  
COUNTY OF Lake ) ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_  
Kevin P. Kolodziej, who executed the foregoing  
instrument \_\_\_\_\_ in my presence and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 27th day of January

Michelle M. Luna

Notary Public Residing in Lake County  
Michelle M. Luna

My Commission Expires: 7-31-01

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 \_\_\_\_\_

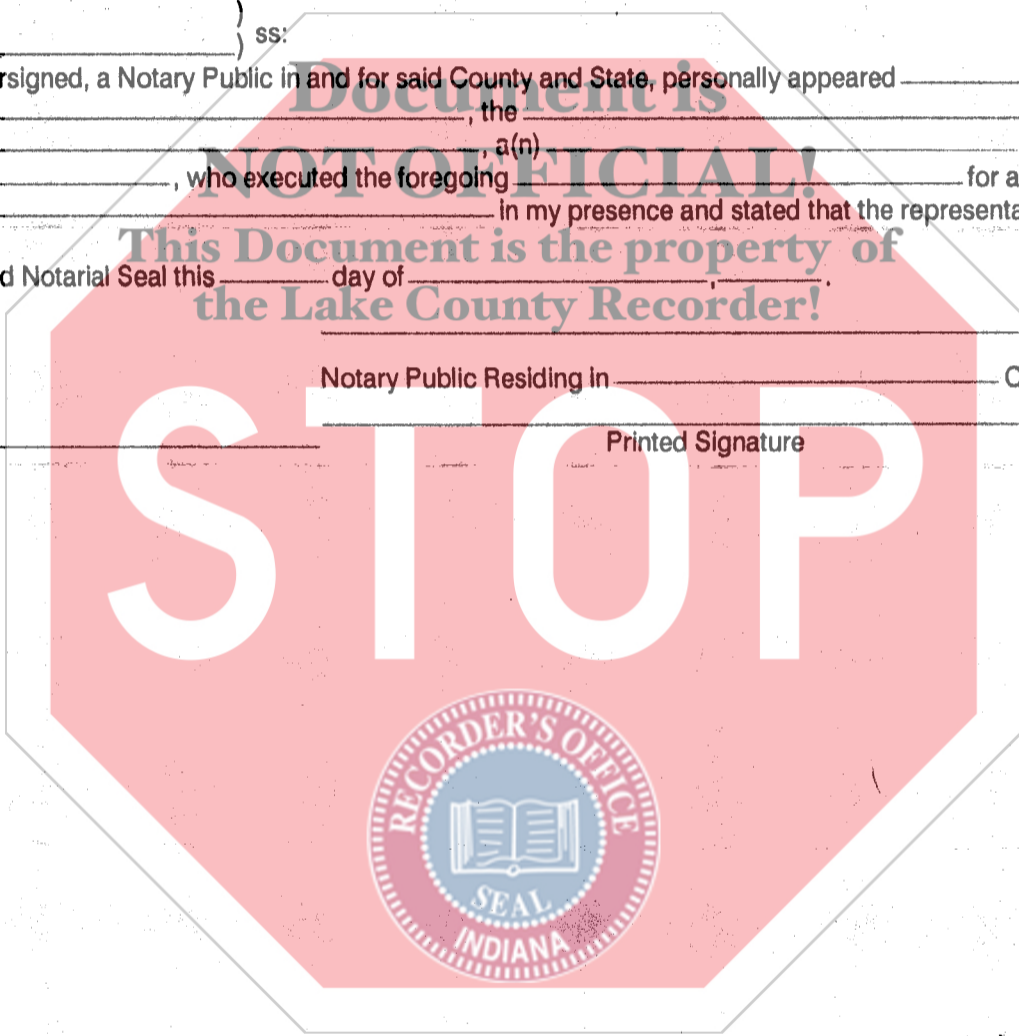
\_\_\_\_\_, a(n) \_\_\_\_\_, who executed the foregoing \_\_\_\_\_ for and on  
behalf of said \_\_\_\_\_ in my presence and stated that the representations  
contained therein are true.

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

Notary Public Residing in \_\_\_\_\_ County

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

Printed Signature



THIS DOCUMENT WAS PREPARED BY:  
Amy L. Kezy/dlg

AFTER RECORDING RETURN TO LENDER.

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