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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 MAR 21 AM 9:48

MORRIS W. CARTER  
RECORDER

### MODIFICATION AND EXTENSION OF MORTGAGE

69161

<b>BORROWER</b> Gary I. Goldberg		<b>MORTGAGOR</b> Gary I. Goldberg	
<b>ADDRESS</b> 7418 Oak Ave. Gary, IN 46403		<b>ADDRESS</b> 7418 Oak Ave. Gary, IN 46403	
<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b> 339-36-6146	<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b> 339-36-6146
<b>ADDRESS OF REAL PROPERTY:</b> 615-617 S. Lake St. Gary, IN 46403			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 1ST day of FEBRUARY, 2000, is executed by and between Mortgagor and MERCANTILE NATIONAL BANK OF INDIANA 5243 HOHMAN AVENUE, HAMMOND, IN 46320 ("Lender").

A. On JANUARY 31, 1995, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$ 37,500.00), 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 FEBRUARY 2, 1995 at 95006113 in the records of the Lake 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 FEBRUARY 1, 2005, 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 FEBRUARY 1, 2000, the unpaid principal balance due under the Note was \$ 30,753.83, 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: FEBRUARY 1, 2000

MORTGAGOR: Gary I. Goldberg  
*Gary I. Goldberg*  
Gary I. Goldberg



MORTGAGOR: \_\_\_\_\_ MORTGAGOR: \_\_\_\_\_

MORTGAGOR: \_\_\_\_\_ MORTGAGOR: \_\_\_\_\_

MORTGAGOR: \_\_\_\_\_ MORTGAGOR: \_\_\_\_\_

CTIC Has made an accomodation recording of the instrument. We Have made no examination of the instrument or the land affected.

13:00  
mm  
cr

Chicago Title Insurance Company

3. The Mortgage is further modified as follows:

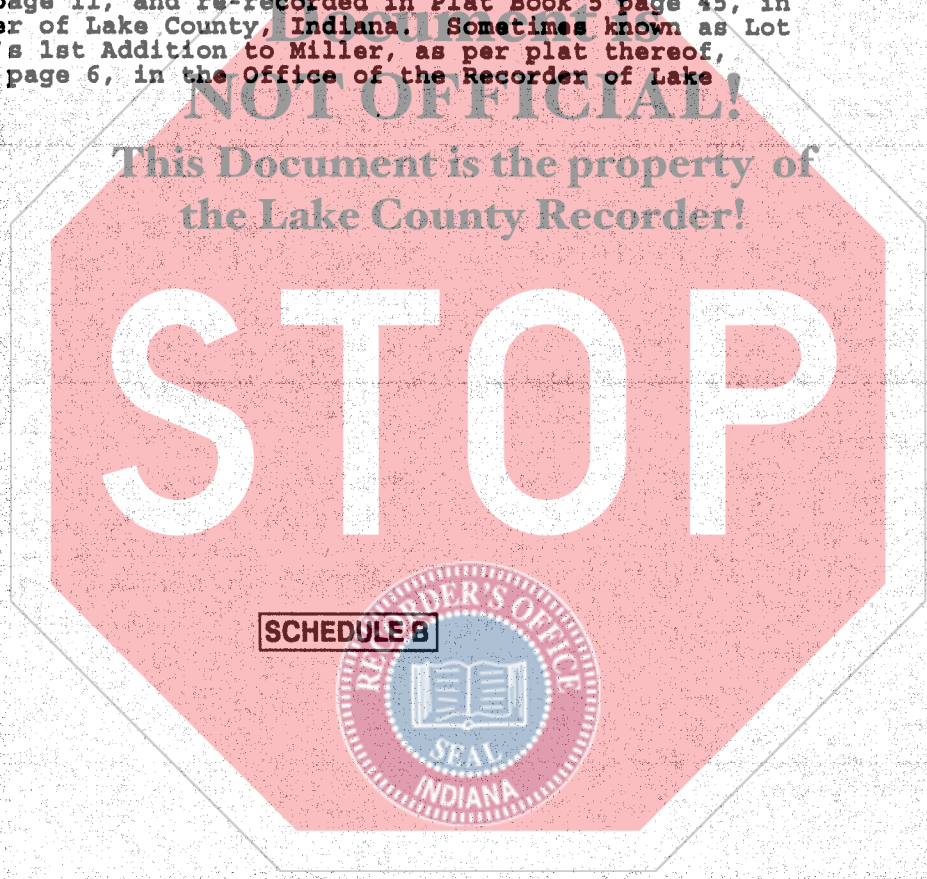
4. Mortgagor represents and warrants that Mortgagor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below.

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 Block 12 in Miller's Station a subdivision in the South 1/2 of Section 6, Township 36 North, Range 7 West of the 2nd Principal Meridian, now in the City of Gary and described as follows to wit: Beginning at a point on the East line of Lake Avenue which is 85 feet Northerly of the North right-of-way line of the Lake Shore and Michigan Southern Railroad, thence Northerly on the East line of Lake Avenue 25 feet, thence East parallel to the North right-of-way line 125 feet, thence Southerly 25 feet, thence Westerly 125 feet to the place of beginning, as per plat thereof, recorded in Plat Book 1 page 11, and re-recorded in Plat Book 5 page 45, in the Office of the Recorder of Lake County, Indiana. Sometimes known as Lot 8, Block 1, J. H. Ansbros's 1st Addition to Miller, as per plat thereof, recorded in Plat Book 13 page 6, in the Office of the Recorder of Lake County, Indiana.



STATE OF INDIANA )  
COUNTY OF Lake ) ss:

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

Gary I. Goldberg, who executed the foregoing

instrument \_\_\_\_\_ in my presence and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 15th day of March, 2000.

Garland L. Bullock  
Notary Public Residing In Lake County

My Commission Expires: 8-5-01

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

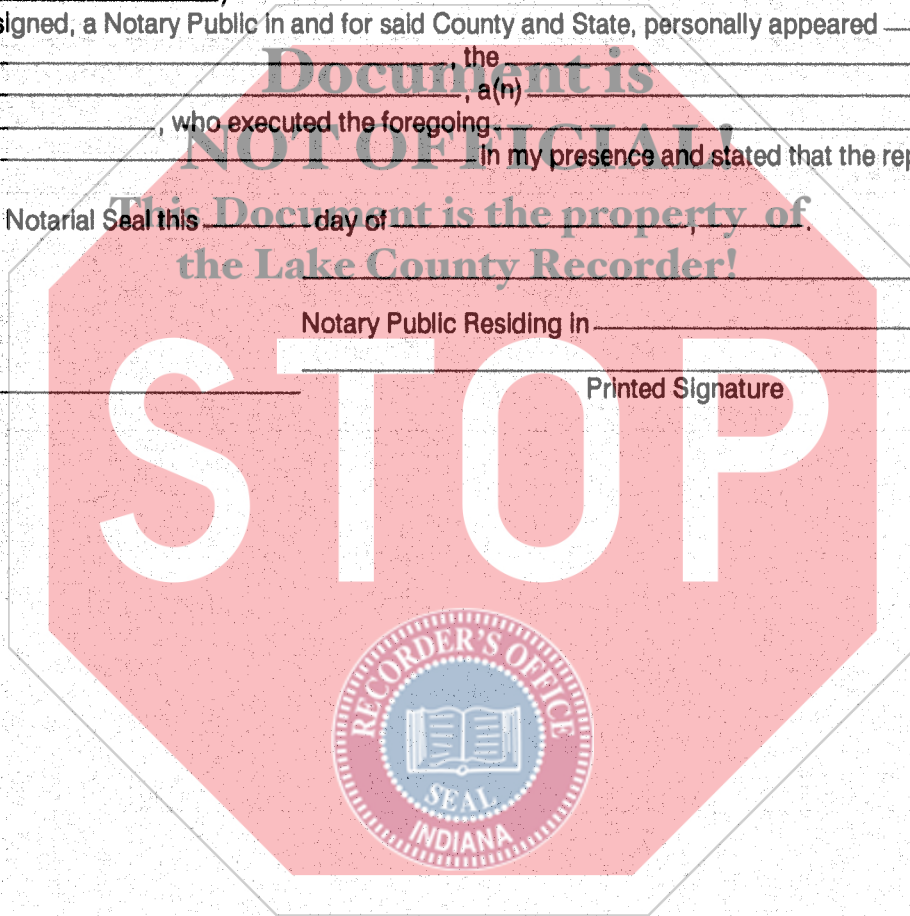
behalf of said \_\_\_\_\_ in my presence and stated that the representations contained therein are true.

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

Notary Public Residing In \_\_\_\_\_ County

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

Printed Signature



**THIS DOCUMENT WAS PREPARED BY:**

**Richard J. Paskis, Asst. Vice President**  
Mercantile National Bank of Indiana  
5243 Hohman Ave.  
Hammond, IN 46320

**AFTER RECORDING RETURN TO LENDER.**

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