

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 059986

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MORRIS W. CARTER
RECORDER

**MODIFICATION AND EXTENSION
OF MORTGAGE**

BORROWER Mercantile National Bank of Indiana as Trustee under Trust #5398		MORTGAGOR Mercantile National Bank of Indiana as Trustee under Trust #5398	
ADDRESS 6726 Columbia Avenue Hammond, IN 46324		ADDRESS 6726 Columbia Avenue Hammond, IN 46324	
TELEPHONE NO.	IDENTIFICATION NO. 35-1762577	TELEPHONE NO.	IDENTIFICATION NO. 35-1762577
ADDRESS OF REAL PROPERTY: 6726 Columbia Avenue Hammond, IN 46324			

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 18TH day of JULY, 2000, is executed by and between Mortgagor and MERCANTILE NATIONAL BANK OF INDIANA 5243 HOHMAN AVENUE, HAMMOND, IN 46320 ("Lender").

A. On APRIL 11, 1995, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of FIFTY-THREE THOUSAND EIGHT HUNDRED THIRTY-EIGHT AND 68/100 (\$ 53,838.68), 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 APRIL 18, 1995 at 95020664 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 OCTOBER 1, 2000, 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 JULY 1, 2000, the unpaid principal balance due under the Note was \$ 34,422.86, 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: JULY 1, 2000

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MAIL TO:
MERCANTILE NAT'L BK
ATTN: PEGGY R.
5243 HOHMAN Ave.
Hammond, IN 46320

1528464
1800
M

3. The Mortgage is further modified as follows:

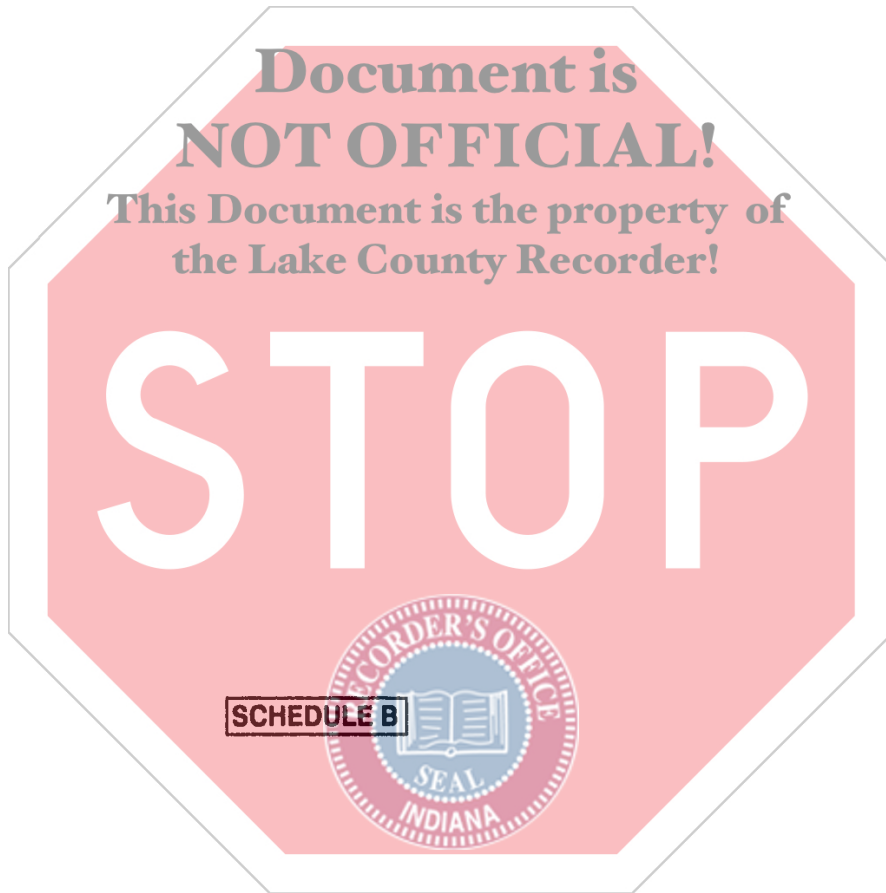
4. Mortgagor represents and warrants that Mortgagor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below.

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

See attached legal discription:



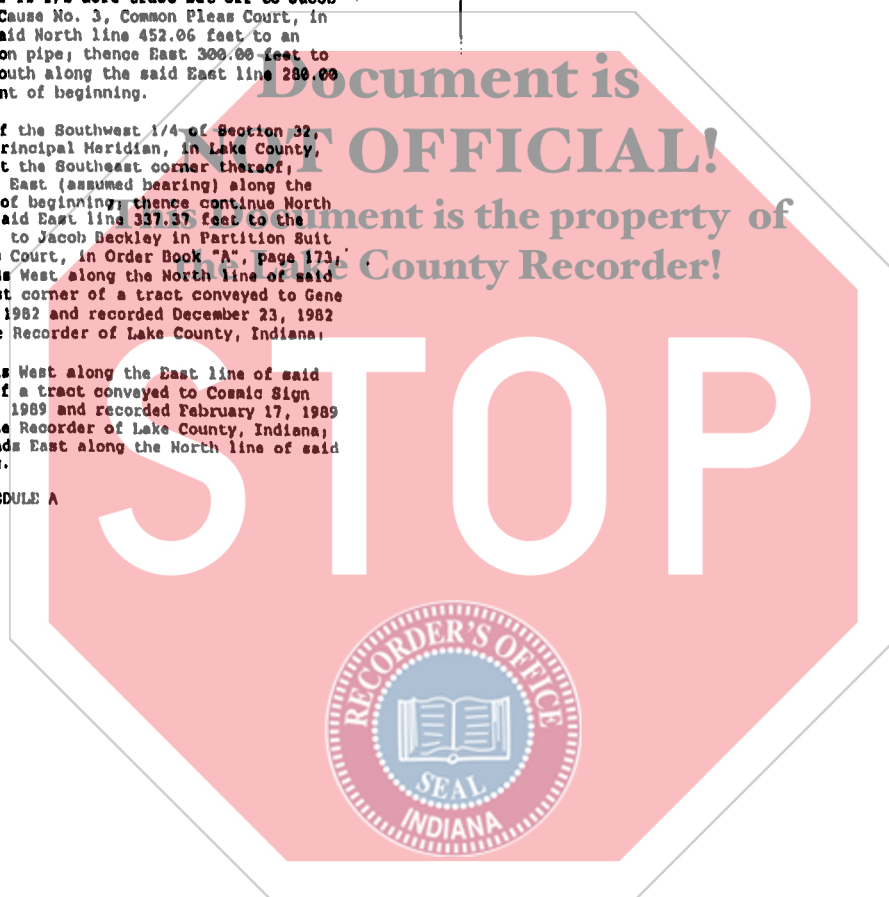
PARCEL 1. The Southeast 1/4 of the Southwest 1/4 of Section 32, Township 34 North, Range 9 West of the 2nd Principal Meridian, except: Commencing at the Southeast corner thereof, thence North 550 feet; thence Southwesterly to a point 160 feet North and 150 feet West of the place of beginning; thence South to the South line of said 1/4 1/4 Section, thence East to the place of beginning.

PARCEL 2. Part of the Northeast 1/4 of the Southwest 1/4 of Section 32, Township 34 North, Range 9 West of the 2nd Principal Meridian, described as commencing at the Southeast corner thereof and running thence North 769.30 feet to the Northeast corner of the 12 1/2 acres set off to Jacob Beckley in Partition Suit Decree entered in Cause No. 3, Common Pleas Court, in Order Book "A", page 173, thence West along the North line of said 12 1/2 acre tract 752.06 feet to the East line of the West 4 1/2 acres of said 12 1/2 acre tract, thence South along said East line 514.79 feet to the North line of the 4 1/2 acre tract set off in said Partition to Catherine Beckley, thence West along said North line 380.03 feet to the East line of the 8 1/2 acre tract set off in said partition suit to Charles Beckley, thence South along said East line 254.51 feet to the South line of the Northeast 1/4 of the Southwest 1/4 of said Section, thence East 1131.23 feet to the place of beginning. Except that part described as follows: A parcel of land lying in Lake County, State of Indiana, and in the Northeast Quarter of the Southwest Quarter of Section 32, Township 34 North, Range 9 West of the 2nd Principal Meridian, and more particularly described as follows: Beginning at an iron pipe in the East line of the said Southwest Quarter of Section 32, 168.8 feet North of the Southeast corner of the Northeast Quarter of the Southwest Quarter thereof; thence West parallel to the South line of the said Northeast Quarter 751.59 feet to an iron pipe; thence North 614.42 feet to an iron pipe in the North line of the 12 1/2 acre tract set off to Jacob Beckley in Partition Suit decree entered in Cause No. 3, Common Pleas Court, in Order Book "A" page 173; thence East along said North line 452.06 feet to an iron pipe; thence South 334.42 feet to an iron pipe; thence East 300.00 feet to an iron pipe in the said East line; thence South along the said East line 280.00 feet to the first said iron pipe and the point of beginning.

Also except that part of the Northeast 1/4 of the Southwest 1/4 of Section 32, Township 34 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as follows: Commencing at the Southeast corner thereof; thence North 0 degrees 15 minutes 24 seconds East (assumed bearing) along the East line thereof, 440.50 feet to the place of beginning; thence continue North 0 degrees 15 minutes 24 seconds East along said East line 337.37 feet to the Northeast corner of the 12 1/2 acres set off to Jacob Beckley in Partition Suit Decree entered in Cause No. 3, Common Pleas Court, in Order Book "A", page 173; thence North 89 degrees 26 minutes 30 seconds West along the North line of said 12 1/2 acre tract 300.0 feet to the Northeast corner of a tract conveyed to Gene and Carol Swart in a deed dated December 2, 1982 and recorded December 23, 1982 as Document No. 691354, in the Office of the Recorder of Lake County, Indiana;

thence South 0 degrees 15 minutes 24 seconds West along the East line of said tract 337.37 feet to the Northwest corner of a tract conveyed to Cosmic Sign Company, Inc., in a deed dated February 16, 1989 and recorded February 17, 1989 as Document No. 023609, in the Office of the Recorder of Lake County, Indiana; thence South 89 degrees 26 minutes 30 seconds East along the North line of said tract, 300.0 feet to the point of beginning.

END OF SCHEDULE A



This MODIFICATION AND EXTENSION OF MORTGAGE is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain agreement dated April 26, 1991, creating trust number 5398; 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 are intended, 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.

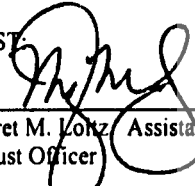
Nothing contained herein shall be construed as creating any liability upon MERCANTILE NATIONAL BANK OF INDIANA, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the "Act") as amended 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 to 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 an Assistant Vice President and Trust Officer and attested by its Assistant Vice President and Trust Officer the day and year first above written.

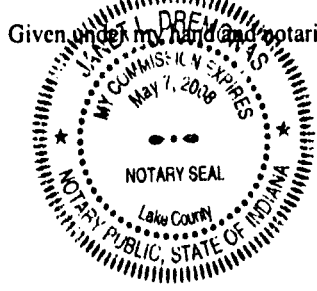
MERCANTILE NATIONAL BANK OF INDIANA, AS TRUSTEE
AFORESAID AND NOT PERSONALLY

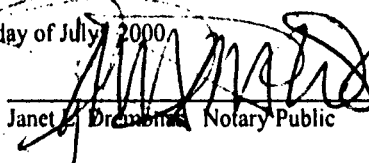
By: 
Jacquelyn M. Kohl, Assistant Vice President
& Trust Officer

ATTEST 
Margaret M. Loitz, Assistant Vice President
and Trust Officer

STATE OF INDIANA, COUNTY OF LAKE) s,s,

Before me, a Notary Public in and for said County, in the State aforesaid, personally appeared before me, JACQUELYN M. KOHL, Assistant Vice President and Trust Officer, and MARGARET M. LOITZ, Assistant Vice President & Trust Officer, of MERCANTILE NATIONAL BANK OF INDIANA, a national banking association, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said national banking association, and as their free and voluntary act, on behalf of said national banking association, as Trustee.



Given under my hand and notarial seal this 7th day of July, 2000.
Signed: 
Janet J. Drummond, Notary Public

STATE OF INDIANA)
COUNTY OF _____) ss:

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

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 _____.

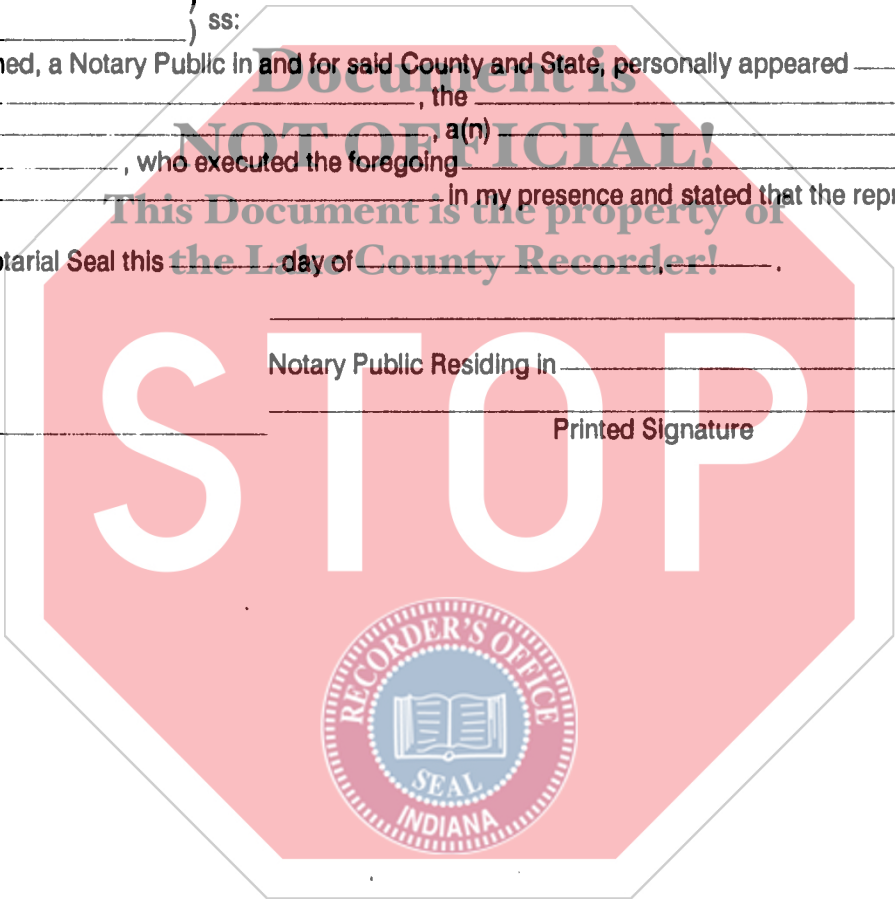
In my presence and stated that the representations contained therein are true.

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.