STATE OF INDIANA LAKE COUNTY FILED FOIL IS CORD

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MORRIS W. CARTER MODIFICATION AND EXTENSION **OF MORTGAGE**

BORROWER David E. Mears	First Bank of Whiti	ORTGAGOR .ng, Indiana Banking ee under Trust Agreement st #1411
ADDRESS 3527 Ridge Road Highland, IN 46322	3527 Ridge Road Munster, IN 46321	ADDRESS
TELEPHONE NO. IDENTIFICATION NO. 320–36–6003	TELEPHONE NO.	IDENTIFICATION NO. 320-36-6003
ADDRESS OF REAL PROPERTY: 3527 Ridge Ro Highland, IN	4632211ment	is
AVENUE, HAMMOND, IN 46320	NTILE NATIONAL BANK C	FINDIANA 5243 HOHMAN ("Lender").
("Note") payable to Lender in the original principal amo	ount ofTHIRTY_THOUSAN	denced by Borrower's promissory note to Four HUNDRED THIRTY-FOUR AND 130,434.75), which Note was
secured by a mortgage ("Mortgage") executed by Modescribed on Schedule A below and recorded on	AY 8, 2000	at 2000031050 In the
records of the <u>Lake County Recorder</u> of Mortgage and any other related documents are herea B. The parties have agreed to modify and extend	fter cumulatively referred to a the maturity date of the No	
similar modification and extension of the Mortgage. The first term of the Note is extended to due to Lender under the Note shall be paid in full. 2. The parties acknowledge and agree that, as of the Note was \$31,584,75, and the accrue.	MAY 19, 2005	the unpaid principal balance due under
MORTGAGOR ACKNOWLEDGES THAT MORTGAGOR CONDITIONS OF THIS AGREEMENT, INCLUDING TH		
Dated: MAY 19, 2000		
MORTGAGOR: First Bank of Whiting, Indian Banking Corporation, Trustee under Trust Agreement dtd 9/12/78 asTrust #1411		
See Signature Page Attached		
MORTGAGOR:	MORTGAGOR:	
MORTGAGOR:	MORTGAGOR:	
MORTGAGOR:	MORTGAGOR:	
		

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MAIL TO:
MERCANTILE NAT'L BK
ATTN: PEGGY P
5243 HOHMAN AVE,
HAMMOND, IN 46320

3. The Mortgage is further modified as follows:

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.
 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.
 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

Lot 11 in Syp's Addition to Highland, as per plat thereof, recorded in Plat Book 20 page 41, in the Office of the Recorder of Lake County, Indiana.



STATE OF INDIANA)) ss:	
	rsigned, a Notary Public in and for said County and State, personally a	ppearedo executed the foregoing
	in my presence and stated that the representations co	ontained therein are true.
Witness my hand and	d Notarial Seal thisday of,	 .
	Notary Public Residing in	County
My Commission Expires:	Printed Signature	
STATE OF INDIANA COUNTY OF) ss:	
Before me, the under		ppeared
20.0.0, 1 440.	rsigned, a Notary Public in and for said County and State, personally a	of
behalf of said	, the , a(n) , who executed the foregoing	for and on
behalf of said ————————————————————————————————————	, who executed the foregoing	for and on

THIS DOCUMENT WAS PREPARED BY:
Michael A. Spiccia/dlg

AFTER RECORDING RETURN TO LENDER.

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THIS MODIFICATION AND EXTENSION OF MORTGAGE is executed by CENTIER BANK (formerly known as First Bank of Whiting), not personally, but as Trustee under the terms of that certain agreement dated the 12th day of September, 1978, and known as Trust Number 1411.

It is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any personal liability on CENTIER BANK or on any beneficiaries under said trust agreement to pay this note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either expressed or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property thereby conveyed by enforcement of the provisions hereof and of said note, but this waiver shall in no way effect the personal liability of any co-signer, endorser or guarantor of this Note.

Nothing contained herein shall be construed as creating any liability on CENTIER BANK, 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 Federal, State or Local rule or regulation. CENTIER BANK, personally is not a "Transferor" 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.

IN WITNESS WHEREOF, said CENTIER BANK has caused these presents to be signed and attested to by its authorized Officers and its corporate seal affixed hereto, this 19th day of May, 2000.

CENTIER BANK, as Trustee aforesaid and not personally,

By

Robert J. Scott. Senior Vice President

ATTESTA

Gerald M. Miller, Vice President

STATE OF INDIANA

) SS:

COUNTY OF LAKE

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Robert J. Scott, Senior Vice President, and Gerald M. Miller, Vice President, of CENTIER BANK, Highland, Indiana, a state bank organized under the state banking laws of Indiana, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Vice President, did also then and there acknowledge that they, as custodians of the Corporate seal of CENTIER BANK, did affix the said Corporate seal of CENTIER BANK to the foregoing as their own free and voluntary act, and as the free and voluntary act of CENTIER BANK, as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 19th day of May. 2000.

LENORE J DIECK NOTARY PUBLIC STATE OF INDIANA LAKE COUNTY MY COMMISSION EXP. MAR. 9,2001

Lenore J. Dieck, Notary Public