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LAKE COUNTY RECORDER

Account Number
12215136

2002 116255

**MODIFICATION AND EXTENSION
OF MORTGAGE**

70593

Chicago Title Insurance Company

BORROWER		MORTGAGOR	
Jerald E. Smith MD Darlene M. Smith		Mercantile National Bank of Indiana, as Trustee under the provisions of a certain Trust Agreement, dated the 17 th day of December, 1986, and known as Trust No. 4910	
ADDRESS		ADDRESS	
1234 Melbrook Munster, IN 46321		1234 Melbrook Munster, IN 46321	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
ADDRESS OF REAL PROPERTY: 1234 Melbrook, Munster, IN 46321			

Document is NOT OFFICIAL!

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 24th day of October 2002, is executed by and between Mortgagor and Mercantile National Bank of Indiana ("Lender").

- A. On 12/14/94 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 Fifty Thousand Dollars (\$150,000), 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 01/04/95 in the records of the 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 11-10-2012, 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 the date hereof, the amount of the lien of the Mortgage under the Loan is unchanged.

MORTGAGOR ACKNOWLEDGES THAT MORTGAGOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE ON THE REVERSE HEREOF.

Dated: 10/24/02

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

Handwritten signature/initials

MORTGAGOR: Mercantile National Bank of Indiana, as Trustee under the provisions of a certain Trust Agreement, dated the 17th day of December, 1986, and known as Trust no. 4910

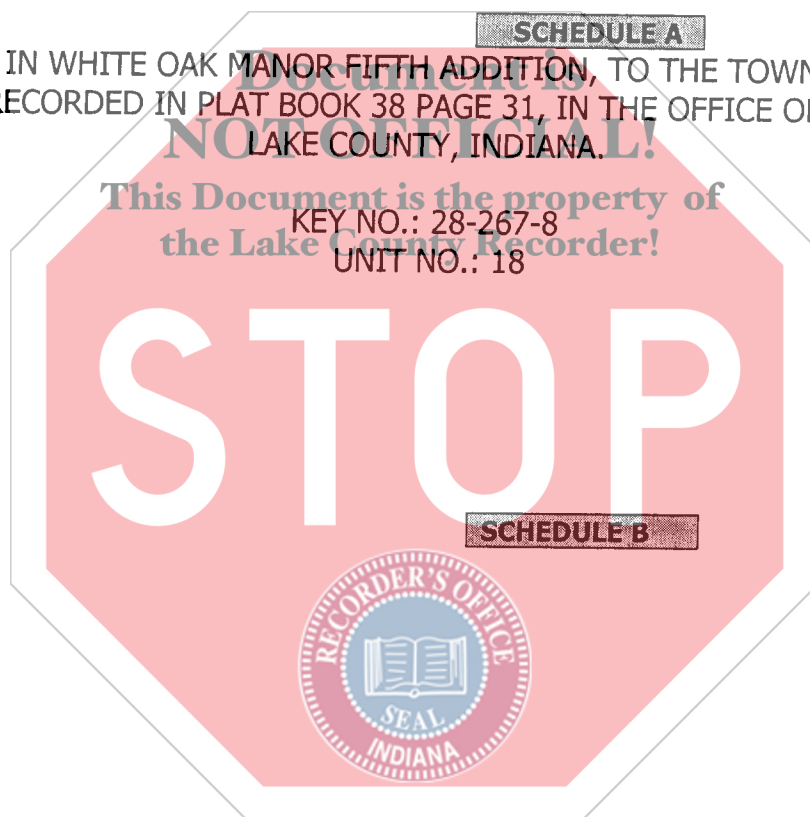
MORTGAGOR: _____

MORTGAGOR: _____

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 this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

LOT 8, IN BLOCK 2, IN WHITE OAK MANOR FIFTH ADDITION, TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 38 PAGE 31, 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 Jerald E. Smith MD & Darlene M. Smith, who executed the foregoing Extension & Amendment in my presence and stated that the representations contained therein are true.
Witness my hand and Notarial Seal this 24th day of October, 2007.

Margaret A. Waechter
Notary Public Residing in Lake County
Margaret A. Waechter
Printed Signature

My Commission Expires: 4/27/08

STATE OF INDIANA)
COUNTY OF _____)

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: M. Waechter
Mercantile National Bank
200 W. Ridge Rd., PO Box 599
Griffith, IN 46319

LPIN506G © John H. Harland Co. (1/21/00) (800) 937-3799

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 December 17, 1986, creating trust number 4910; 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 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

This Document is the property of
the Lake County Recorder!

Alicia Tassarò, Vice President and Trust Officer

ATTEST:

Michael Cava, Vice President and Trust Officer

STATE OF INDIANA)

)SS:

COUNTY OF LAKE)

Before me, a Notary Public in and for said County, in the State aforesaid, personally appeared before me, Alicia Tassarò, Vice President and Trust Officer, and Michael Cava, 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 22nd day of November, 2002.

Signed:

Janet L. Dremonas, Notary Public

