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Account Number 4369912

MODIFICATION AND EXTENSION OF MORTGAGE

620042978

BORROWER

ADDRESS

MORTGAGOR

John L. Harwood **Linda Harwood**

John L. Harwood Linda Harwood

ADDRESS

8015 Forest Avenue Munster, IN 46321

8015 Forest Avenue Munster, IN 46321

THIS MODIFICATION AND EXTENSION OF MORTGAGE, dated the 12th day of May 2004, is executed by and between Mortgagor and Mercantile National Bank of Indiana, ("Lender")

- A. On 06/20/1996 Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note ("Note") payable to Lender in the original principal amount of Fifty Thousand Dollars (\$50,000.), 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 07/01/96 in the records of the recorder of Lake County, Indiana. Document number 96043653. 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 05/19/2014, 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: <u>5/12/2004</u>

MOR/TGAGOR: John L. Harwood

MORTGAGOR: Linda Harwood

Revised: 8/15/00

Chicago Title Insurance Company

ADDRESS OF REAL PROPERTY: 8015 Forest Avenue, Munster, IN 46321

The Mortgage is further modified as follows:

- 3. 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.
- 4. 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.
- 5. 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.

SCHEDULE A

LOT 27, IN BLOCK 3, IN BROADMOOR, IN THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 18 PAGE 3, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

KEY NO.: 28-43-27 AND 28 UNIT NO.: 18

SCHEDULE B

