### **RECORDATION REQUESTED BY:**

Harris Bank Elk Grove, N.A. 500 East Devon Avenue Elk Grove Village, IL 60007

### **RETURN ADDRESS:**

Harris Bank Roselle 110 E. Irving Park Road Roselle, IL 60172

#### **SEND TAX NOTICES TO:**

Canaan LLC 26524 Greenwood Avenue Crete, IL 60417

# Document is NOT OFFICIAL!



This Document is the property of the Lake County Recorder!

199804275 LO

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 1, 2000, BETWEEN Canaan LLC (referred to below as "Grantor"), whose address is 26524 Greenwood Avenue, Crete, IL 60417; and Harris Bank Elk Grove, N.A. (referred to below as "Lender"), whose address is 500 East Devon Avenue, Elk Grove Village, IL 60007.

MORTGAGE. Grantor and Lender have entered into a mortgage dated August 11, 1999 (the "Mortgage") recorded in Lake County, State of Indiana as follows:

Mortgage and Assignment of Rents dated August 11, 1999 and Recorded on August 16, 1999 as Document Number 99068311 and the Assignment of Rents Recorded as Document Number 99068312 in Lake County, State of Indiana.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property (the "Real Property") located in Lake County, State of Indiana:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 34 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 14795 West 101st Avenue, Dyer, IN 46322. The Real Property tax identification number is Key No. 6-61-6 Tax Unit No. 5.

MODIFICATION. Grantor and Lender hereby modify the Mortgage as follows:

The principal amount is hereby Increased from \$1,607,928.00 to \$1,725,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit

四次

Ō

### MODIFICATION OF MORTGAGE (Continued)

Page 2

agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:				
Canaan LLC				
By: Call Afra				
Gregg Mewhuls, Manager Document	tis			
LENDER: NOT OFFIC	CIAL!			
Harris Bank Elk Grove, N.A.  This Document is the	property of			
By: Authorized Officer / The Lake County Re				
Authorized Officer				
LIMITED LIABILITY COMPANY ACKNOW	LEDGMENT			
STATE OF TUINOIS				
3 SS 3 S 3 S 3 S 3 S 3 S 3 S 3 S 3 S 3				
COUNTY OF COOK				
On this 24TH day of Faskumy, 2000, before me, th	e undersigned Notary Public, personally			
appeared Dale M. Reiser, Manager of Canaan LLC; and Gregg J. Newhuis, Manager of Canaan LLC, and known to me to be members or designated agents of the limited liability company that executed the Modification of				
Mortgage and acknowledged the Modification to be the free and volunta				
company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes				
therein mentioned, and on oath stated that they are authorized to execute the Modification on behalf of the limited liability company.	this Modification and in fact executed			
(h) h				
By Residing at C	TK GAVE			
The second secon	ummemmunikanik			
Notary Public in and for the State of Julians	"OFFICIAL SEAL"			
My commission expires $6/24/200$	Anne M. Wegner Notary Public, State of Illinois			
	My Commission Exp. 06/24/2000 }			
	***************************************			

25×#[

## MODIFICATION OF MORTGAGE (Continued)

Page 3

LENDER ACKNOWLEDGMENT				
COUNTY OF COOK	) <b>88</b>	<b>)</b>		
On this 24# day of F appeared	, authorized agent	and known to for the Lender that ex	signed Notary Public, personally o me to be the ecuted the within and foregoing d deed of the said Lender, duly	
authorized by the Lender through	ugh its board of directors or or she is authorized to execut	therwise, for the uses a	and that the seal affixed is the	
Notary Public in and for the s	State of his Jobbandon	Less the property Records My Co	OFFICIAL SEAL" Anne M. Wegner by Public, State of Illinois commission Exp. 06/24/2000	
This Modification of Mortgage	e was prepared by: HARRIS			
		DER SO		
		SEAL VOIANA TURNS		

3

3

95×**1**∏