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RECORDER

RECORDATION REQUESTED BY:
FIFTH THIRD BANK (CHICAGO) A
MICHIGAN BANKING CORPORATION
101 WEST STEPHENSON STREET
FREEPORT, IL 61032

WHEN RECORDED MAIL TO:
Fifth Third Bank (Chicago), a Michigan
banking corporation
Attn: Commercial Loan Services
P.O. Box 297 MD# GFPT1A
Freeport, IL 61032

**Document is
NOT OFFICIAL!**

THIS MODIFICATION OF MORTGAGE dated February 1, 2002, is made and executed between MARTK HOMES, INC., whose address is PO BOX 10144, MERRILLVILLE, IN 46410 (referred to below as "Grantor") and FIFTH THIRD BANK (CHICAGO)-A MICHIGAN BANKING CORPORATION, whose address is 101 WEST STEPHENSON STREET, FREEPORT, IL 61032 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 12, 2000 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded December 18, 2000 with the Lake County Recorder as Document #2000 091518.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in LAKE County, State of Indiana:

OUTLOT 2A IN SEDONA ADDITION, UNIT TWO, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 78 PAGE 44, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 1501-1507 WEST 86TH AVENUE, MERRILLVILLE, IN 46410.

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

The purpose of this modification is to remove the maturity date.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. 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 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.

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

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MODIFICATION OF MORTGAGE (Continued)

FEBRUARY 1, 2002.

GRANTOR:

MARTK HOMES, INC.
By: [Signature]
RICHARD C. WOLF, President of MARTK HOMES, INC.

ATTEST:

Secretary or Assistant Secretary
(Corporate Seal)

LENDER:

X
[Signature]
Authorized Signer

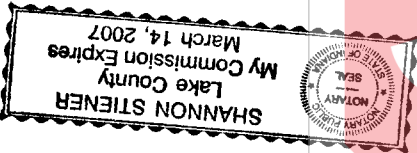
CORPORATE ACKNOWLEDGMENT



STATE OF Indiana

COUNTY OF Lake

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On this 1st day of February, 20 02, before me, the undersigned Notary Public, personally appeared RICHARD C. WOLF, President of MARTK HOMES, INC., and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature]
Shannon Stienner
Residing at Lake County

Notary Public in and for the State of Indiana My commission expires 3-14-07

LENDER ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF LAKE

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On this 7TH day of FEBRUARY, 20 08, before me, the undersigned Notary Public, personally appeared MICHAEL T. SIMIETZ, and known to me to be the VP, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

Residing at LAKE COUNTY

My commission expires 6-15-08

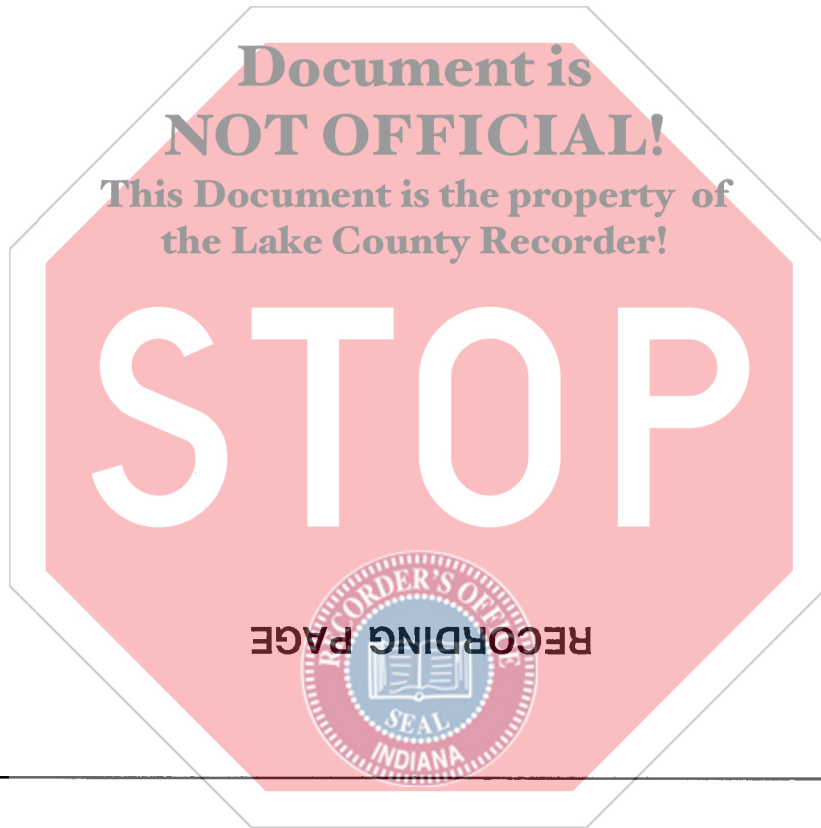
Notary Public in and for the State of IN

ILLIJANA MAKAROVSKA

By [Signature]

This Modification of Mortgage was prepared by: Linda Gaulrapp, Documentation Processor





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