

2003 107764

STATE OF INDIANA  
COUNTY OF LAKE  
2003 OCT - 9 10:29  
RECORDED

[This Space for Recorder's Use Only]

**FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES  
AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING**

THIS FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Amendment") dated as of ~~September~~ October 02, 2003, from EUNGIN O. KIM (hereinafter referred to as "Mortgagor") to George Novogroder, having an office at 875 North Michigan Avenue, Chicago, Illinois 60611 (hereinafter referred to as "Mortgagee").

October

**WITNESSETH THAT:**

**WHEREAS**, Mortgagor and Mortgagee have entered into that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated April 29, 2003 recorded with the Recorder of Lake County, Indiana as Document No. 2003045444 on the 6<sup>th</sup> day of May, 2003 (hereinafter referred to as "First Mortgage"); and

**WHEREAS**, Mortgagor and Mortgagee have entered into that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated July 2, 2003 recorded with the Lake County, Indiana Recorder as Document No. 2003072594 on July 14, 2003 (hereinafter referred to as "Second Mortgage"); and

THIS DOCUMENT PREPARED BY  
AND AFTER RECORDATION SHOULD  
BE RETURNED TO:



Peter G. Koransky  
Koransky & Bouwer, P.C.  
425 Joliet Street, Suite 425  
Dyer, IN 46311

723-5208  
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**WHEREAS**, Mortgagor has executed and delivered term promissory notes dated April 29, 2003 totaling in the principal amount of \$578,700.00 payable to the order of the Mortgagee in and by which Mortgagor promises to pay said principal sum (or so much thereof as may be outstanding at maturity thereof), together with interest on the balance of the principal from time to time outstanding and unpaid thereon at rates and at times specified in said Notes (hereinafter referred to as "First Mortgage Notes"); and

**WHEREAS**, Mortgagor has executed and delivered term promissory notes dated July 1, 2003 totaling in the principal amount of \$309,105.00 payable to the order of the Mortgagee in and by which Mortgagor promises to pay said principal sum (or so much thereof as may be outstanding at maturity thereof), together with interest on the balance of the principal from time to time outstanding and unpaid thereon at rates and at times specified in said Notes (hereinafter referred to as "Second Mortgage Notes"); and

**WHEREAS**, Mortgagor has requested at a certain additional parcel of real property located in Lake County, Indiana be added to the First Mortgage and to the Second Mortgage as "Mortgaged Property"; and

**NOW, THEREFORE**, to secure (1) the payment of the principal and premium, of in the interest on the First Mortgage Notes and the Second Mortgage Notes as when the same become due and payable (whether by lapse of time, acceleration or otherwise) and all advances now or hereafter evidenced thereby, whether such advances are made directly to Mortgagor as cash or cash equivalents (ii) the payment of all sums owing in connection with all other indebtedness, obligations and liabilities of Mortgagor to Mortgagee which the First Mortgage and the Second Mortgage secures pursuant to any of their terms and (iii) the observance and performance of all covenants and agreements or other instruments or documents at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto including all indebtedness, obligations and liabilities described in the First Mortgage, the Second Mortgage, the First Mortgage Notes and the Second Mortgage Notes (indebtedness hereby secured) Mortgagor does hereby irrevocably grant, bargains, sell, convey, warrant, assign and pledge unto Mortgagee its successors and assigns a security interest and all of the Mortgaged Property.

1. The First Mortgage and the Second Mortgage are hereby amended by adding the following real estate located in Lake County, Indiana as Mortgaged Property, to-wit:

Lot 14, Cline Meadows, Unit No. 1, in the Town of Schererville, as per plat thereof, recorded in Plat Book 44 page 55, in the Office of the Recorder of Lake County, Indiana

2. Mortgagor hereby represents and warrants to Mortgagee that as of the date hereof each of the representations and warranties set forth in the First Mortgage and the Second Mortgage as amended hereby are true and correct and that no Event of Default (as such term is defined in the First Mortgage and the Second Mortgage), or any other event which with the lapse of time or the giving of notice, or both, would constitute such an Event of Default, has occurred and is continuing or shall result after giving effect to this Amendment. Mortgagor hereby repeats and reaffirms all covenants and agreements contained in the First Mortgage and the Second Mortgage, each and all of which shall be applicable to all of the indebtedness secured by the First Mortgage and the Second Mortgage as amended hereby and to all the properties, rights, interest and privileges subject to the First Mortgage and the Second Mortgage

as amended hereby. The Mortgagor repeats and reaffirms its covenant that all the indebtedness secured by the First Mortgage and the Second Mortgage as amended hereby will be promptly paid as and when the same becomes due and payable.

3. All capitalized terms used herein without definition shall have the same meanings herein as they have in the First Mortgage and the Second Mortgage. The definitions provided herein of any capitalized terms shall apply to such capitalized terms as the same appear in the First Mortgage and the Second Mortgage as amended hereby, all to the end that any capitalized terms defined herein and used in the First Mortgage and the Second Mortgage as amended hereby shall have the same meanings in the First Mortgage and the Second Mortgage as amended hereby as are given to such capitalized terms herein. Without limiting the foregoing, all references in the First Mortgage and the Second Mortgage to the term "*indebtedness hereby secured*" shall be deemed references to all the indebtedness, obligations and liabilities secured by the First Mortgage and the Second Mortgage as amended hereby; all references in the First Mortgage and the Second Mortgage to the term "*Mortgaged Property*" shall be deemed to mean and include the Mortgaged Property as defined herein.

4. All of the provisions, stipulations, powers and covenants contained in the First Mortgage and the Second Mortgage shall stand and remain unchanged and in full force and effect except to the extent specifically modified hereby and shall be applicable to all of the indebtedness, obligations and liabilities secured by the First Mortgage and the Second Mortgage as amended hereby.

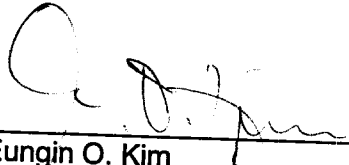
5. Mortgagor acknowledges and agrees that the First Mortgage and the Second Mortgage as amended hereby is and shall remain in full force and effect, and that Mortgaged Property are and shall remain subject to the lien and security interest granted and provided for by the Mortgage for the benefit and security of all the indebtedness hereby secured. Without limiting the foregoing, Mortgagor hereby agrees that, notwithstanding the execution and delivery hereof, (i) all rights and remedies of Mortgagee under the First Mortgage and the Second Mortgage, (ii) all obligations of Mortgagor thereunder and (iii) the lien and security interest granted and provided for thereby are and as amended hereby shall remain in full force and effect for the benefit and security of all the indebtedness hereby secured, it being specifically understood and agreed that this Amendment shall constitute and be, amount other things, an acknowledgment and continuation of the rights, remedies, lien and security interest in favor of Mortgagee, and of the obligations of Mortgagor to Mortgagee, which exist under the First Mortgage and the Second Mortgage as amended hereby.

6. No referenced to this Amendment need be made in any note, instrument or other document making reference to the First Mortgage and the Second Mortgage, any reference to the First Mortgage and the Second Mortgage in any of such to be deemed to be a reference to the First Mortgage and the Second Mortgage as amended hereby. This instrument shall be construed and governed by and in accordance with the laws of the State of Indiana.

7. Wherever herein any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements by or on behalf of Mortgagor, or by or on behalf of Mortgagor, or by or on behalf of the holder or holders of the indebtedness hereby secured contained in the First Mortgage and the Second Mortgage as amended hereby shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its duly authorized representatives as of the date first above written.

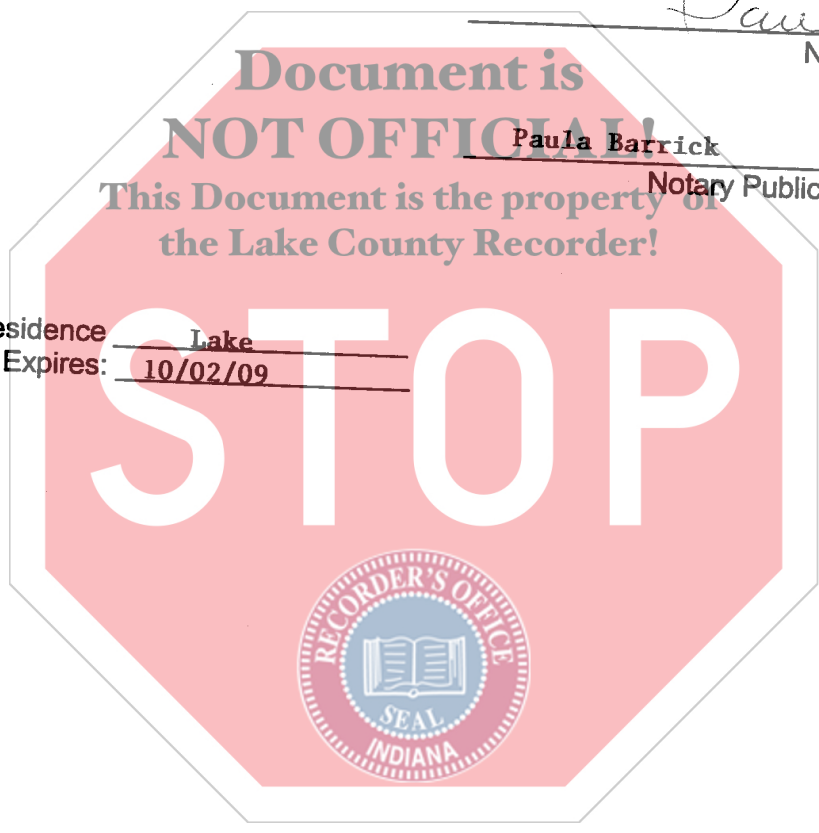
MORTGAGOR:

  
Eungin O. Kim

STATE OF INDIANA        )  
                                  ) ss  
COUNTY OF LAKE        )

This instrument was acknowledged before me, a notary public on the 2nd day of ~~October~~ ~~September~~ September, 2003 by Eungin O. Kim who is personally know to me [or] produced a drivers license as identification, and acknowledged the execution of the foregoing document as her free and voluntary act.

  
NOTARY PUBLIC



Paula Barrick  
Notary Public -- Printed Name

My County of Residence: Lake  
My Commission Expires: 10/02/09

(SEAL)