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MODIFICATION OF MORTGAGE

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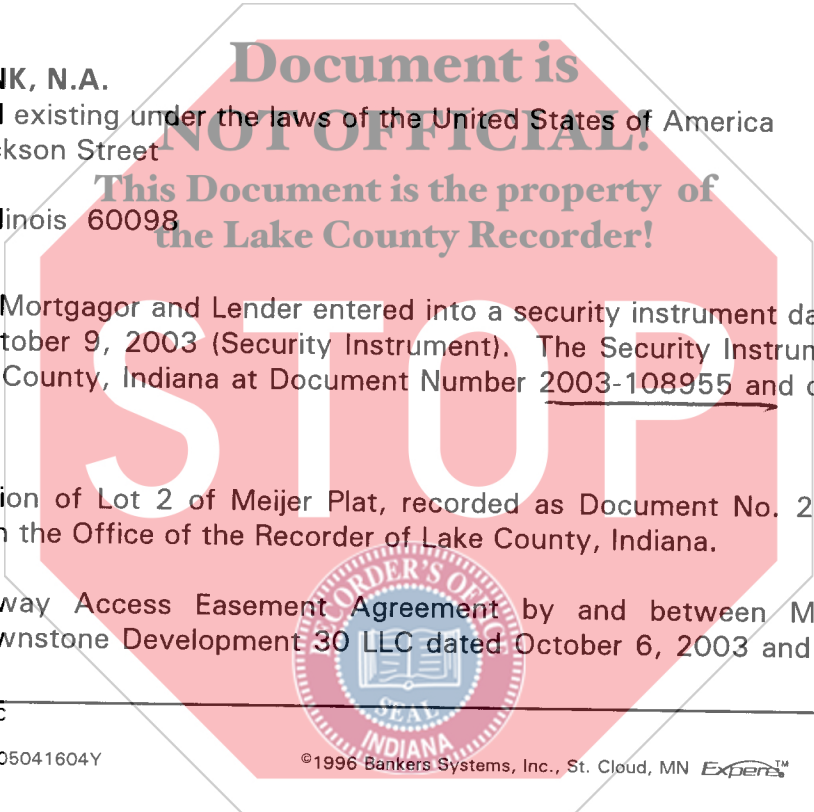
DATE AND PARTIES. The date of this Real Estate Modification (Modification) is October 1, 2003. The parties and their addresses are:

MORTGAGOR:

BROWNSTONE DEVELOPMENT 30 LLC
An Indiana Limited Liability Company
One Lincoln Ctr., #1500
Oakbrook Terrace, Illinois 60181

LENDER:

AMCORE BANK, N.A.
Organized and existing under the laws of the United States of America
225 West Jackson Street
PO Box 1547
Woodstock, Illinois 60098



1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated October 1, 2003 and recorded on October 9, 2003 (Security Instrument). The Security Instrument was recorded in the records of Lake County, Indiana at Document Number 2003-108955 and covered the following described Property:

Lot 2-A, Resubdivision of Lot 2 of Meijer Plat, recorded as Document No. 2003-052450 on Plat Book 93, page 70, in the Office of the Recorder of Lake County, Indiana.

Nonexclusive Driveway Access Easement Agreement by and between Meijer Stores Limited Partnership and Brownstone Development 30 LLC dated October 6, 2003 and recorded October 9,

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2003 as Instrument No. 2003-108951, Lake County Records.

Nonexclusive Storm Water Discharge Agreement by and between Meijer Stores Limited Partnership and Brownstone Development 30 LLC dated October 6, 2003 and recorded October 9, 2003 as Instrument No. 2003-108952, Lake County Records.

Nonexclusive Telephone Line Easement Agreement by and between Meijer Stores Limited Partnership and Brownstone Development 30 LLC dated October 6, 2003 and recorded October 9, 2003 as Instrument No. 2003-108954, Lake County Records.

Nonexclusive Sewer Line Easement Agreement by and between Meijer Stores Limited Partnership and Brownstone Development 30 LLC dated October 6, 2003 and recorded October 9, 2003 as Instrument No. 2003-108963, Lake County Records.

Tax Id #15-0705-0002; Unit #08

The property is located in Lake County at Southwest Corner of US Rte 30 & Merrillville Road, Merrillville, Indiana 46410.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$352,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. This Security Instrument will secure the following Secured Debts:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 48254004825400, dated October 1, 2003, from Mortgagor to Lender, with a loan amount of \$352,000.00.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not

obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

5. ADDITIONAL TERMS. The borrower is a State of Indiana Limited Liability Company rather than Illinois. To correct legal description. To show the Maximum Obligation amount as \$352,000.00.

SIGNATURES. By signing under seal, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

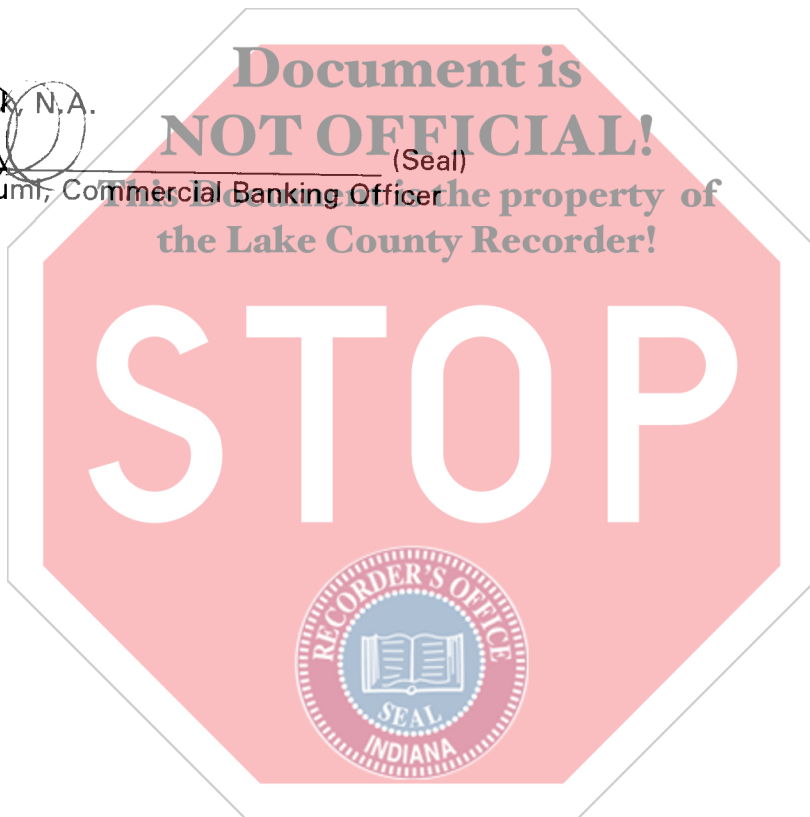
Brownstone Development 30 LLC

By *James W. Lel* (Seal)
Authorized Signer

LENDER:

AMCORE Bank, N.A.

By *[Signature]* (Seal)
Dennis Druml, Commercial Banking Officer



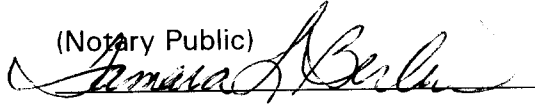
ACKNOWLEDGMENT.

(Business or Entity)

State OF Illinois, County OF McHenry ss.
Before me, Tamara L. Berlin, a Notary Public this 20th day of
April, 2004, Authorized Signer - of Brownstone Development 30 LLC a
Limited Liability Company acknowledged the execution of the annexed instrument of the Limited
Liability Company.

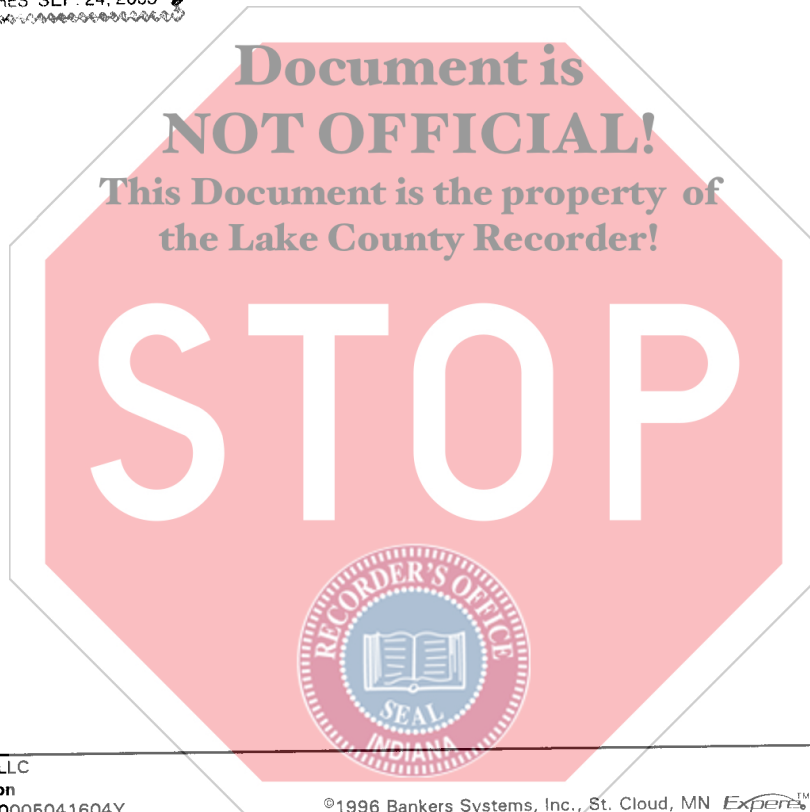
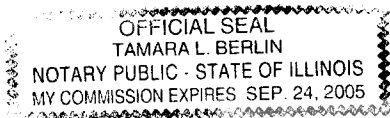
My commission expires:

(Notary Public)



(Notary's County)

McHenry



(Lender Acknowledgment)

State OF Illinois, County OF McHenry ss.

Before me, Tamara L. Berlin, a Notary Public this 20th day of April, 2004, Dennis Druml -- Commercial Banking Officer of AMCORE Bank, N.A., a corporation, acknowledged the execution of the annexed instrument of the corporation.

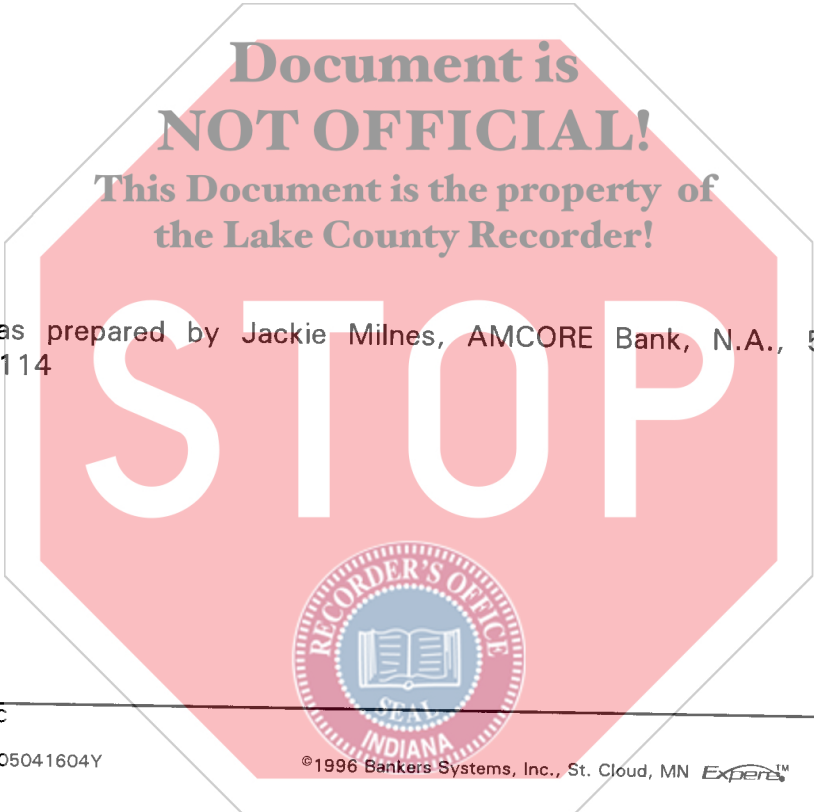
My commission expires:

(Notary Public)

Tamara L. Berlin

(Notary's County)

McHenry



This instrument was prepared by Jackie Milnes, AMCORE Bank, N.A., 501 Seventh Street, Rockford, Illinois 61114