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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 041274

2004 MAY 19 AM 9:47

MORRIS W. CLESTER
RECORDER

RECORDATION REQUESTED BY:
LASALLE BANK NATIONAL ASSOCIATION
MAIN OFFICE
135 SOUTH LASALLE STREET
CHICAGO, IL 60603

WHEN RECORDED MAIL TO:
LASALLE BANK NATIONAL ASSOCIATION
COLLATERAL SERVICES C135-LA18
135 SOUTH LASALLE STREET
CHICAGO, IL 60603

Chicago Title Insurance Company

20033122 cm

MODIFICATION OF MORTGAGE

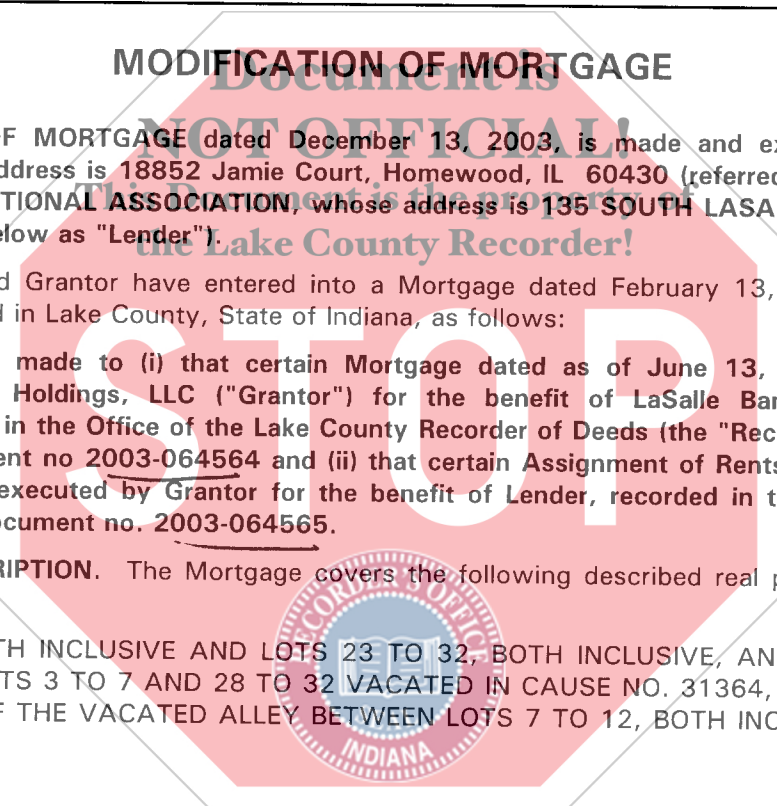
THIS MODIFICATION OF MORTGAGE dated December 13, 2003, is made and executed between TDSC Holdings, LLC, whose address is 18852 Jamie Court, Homewood, IL 60430 (referred to below as "Grantor") and LASALLE BANK NATIONAL ASSOCIATION, whose address is 135 SOUTH LASALLE STREET, CHICAGO, IL 60603 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 13, 2004 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Reference is hereby made to (i) that certain Mortgage dated as of June 13, 2003 (the "Mortgage") executed by TDSC Holdings, LLC ("Grantor") for the benefit of LaSalle Bank National Association ("Lender"), recorded in the Office of the Lake County Recorder of Deeds (the "Recorder's Office") on June 23, 2003 as document no 2003-064564 and (ii) that certain Assignment of Rents of even date therewith (the "Assignment") executed by Grantor for the benefit of Lender, recorded in the Recorder's Office on June 23, 2003 as document no. 2003-064565.

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

LOTS 1 TO 12, BOTH INCLUSIVE AND LOTS 23 TO 32, BOTH INCLUSIVE, AND THAT PART OF THE ALLEY BETWEEN LOTS 3 TO 7 AND 28 TO 32 VACATED IN CAUSE NO. 31364, LAKE CIRCUIT COURT, AND THAT PART OF THE VACATED ALLEY BETWEEN LOTS 7 TO 12, BOTH INCLUSIVE, AND LOTS 23



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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 5200489779

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TO 28, BOTH INCLUSIVE, VACATED BY CONFIRMATORY RESOLUTION NO. 1554 DATED MARCH 11, 1927 AND RECORDED SEPTEMBER 27, 1996, AS DOCUMENT NO. 96064365, BLOCK 1, LASALLE ADDITION, IN THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 14, PAGE 28, IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 4923-37 Columbia Ave., Hammond , IN 46327.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means the promissory note dated as of February 13, 2004 in the principal amount of \$405,000.00 executed by Grantor and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$810,000.00.

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.

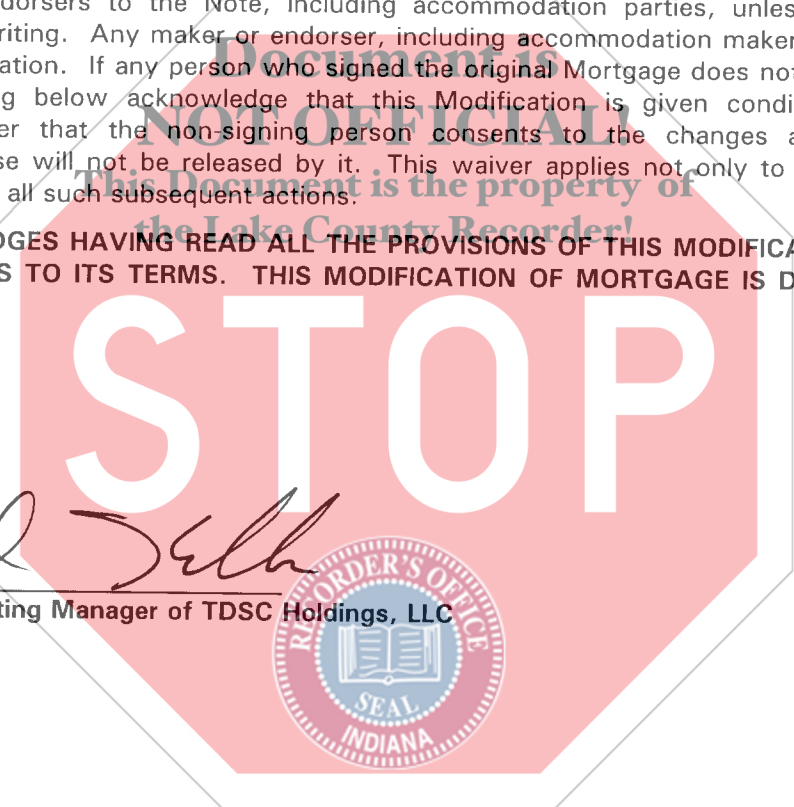
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 13, 2003.

GRANTOR:

TDSC HOLDINGS, LLC

By:


Donald Keller, Operating Manager of TDSC Holdings, LLC



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 5200489779

LENDER:

x *J. Memphis*
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF *Illinois*)

COUNTY OF *Cook*)



On this *23* day of *March*, 20 *03*, before me, the undersigned Notary Public, personally appeared **Donald Keller, Operating Manager of TDSC Holdings, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By *Ana L. Fernandez* Residing at *4747 W. Irving Pk. Rd*

Notary Public in and for the State of *ILLINOIS* My commission expires *2/25/06*



MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK



On this 23 day of March, 20 03, before me, the undersigned Notary Public, personally appeared Meg Compton and known to me to be the 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.

By Ana L. Fernandez

Residing at 4747 W. Irving PK Rd

Notary Public in and for the State of ILLINOIS

My commission expires 8/25/06

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This Document is the property of

This Modification of Mortgage was prepared by: RICHARD HUTTEL - MEG COMPTON

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