STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2004 094117

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MORRIS W. CARTER RECORDES

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is November 2, 2004. The parties and their addresses are:

MORTGAGOR:

ALPHA DEVELOPMENT, LLC

An Indiana Limited Liability Company P.O. BOX 162 VALPARAISO, Indiana 46384-0162

LENDER:

CENTIER BANK

Organized and existing under the laws of Indiana

600 East 84th Avenue

Merrillville, Indiana 46410/

TIN: 35-0161790

OT OFFICIAL!

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated May 24, 2004 and recorded on (Security Instrument). The Security Instrument was recorded in the records of LAKE County, Indiana at and covered the following described Property:

LOT NUMBERED 1 AND 2 AS SHOWN ON THE RECORDED PLAT OF SUPERIOR CORPORATE CENTER, AN ADDITION TO THE CITY OF CROWN POINT RECORDED IN PLAT BOOK 92, PAGE 15, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The property is located in LAKE County at 1841 SUMMIT STREET, CROWN POINT, Indiana 46307-2768.

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 \$1,417,500.00. 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 renewal note or other agreement, No. 38760, dated November 2, 2004, from Mortgagor to Lender, with a loan amount of \$1,417,500.00 and maturing on November 15, 2024.
 - (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

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HOLD FOR MERIDIAN TITLE CORP

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obtain a "statement of purpose," as defined and required by federal law governing any debt for which a security interest is created in "margin stock" and Lender does not governing unfair and deceptive credit practices. This Security Instrument will not secure goods" in connection with a "consumer loan," as those terms are defined by federal law which a non-possessory, non-purchase money security interest is created in "household created by this Security Instrument. This Security Instrument will not secure any debt for waives any subsequent security interest in the Mortgagor's principal dwelling that is the event that Lender fails to provide any required notice of the right of rescission, Lender make additional or future loans or advances. Any such commitment must be in writing. In this Security Instrument. Nothing in this Security Instrument constitutes a commitment to agrees that it will secure debts incurred either individually or with others who may not sign

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

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

except for encumbrances of record.

4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms

to \$1,417,500.00. This increase also applies to the Assignment of Leases and Rents dated May 24, 5. ADDITIONAL TERMS. The Original Maximum Obligation Limit has increased from \$1,320,000.00 of the Security Instrument shall remain in full force and effect.

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





2004.

ACKNOWLEDGMENT. (Business or Entity) OF John OF County OF Rotte ss. Before me, Jammy Delta, a Notary Public this 2 day of	
My commission expires:	(Notary Public)
TAMMY DE PRA Porter County My Commission Expires January 18, 2010	(Notary's County)
Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder! (Lender Acknowledgment) OF OF William OF And Another Public this of Centier Bank, a corporation, acknowledged the execution of the annexed instrument of the corporation. My commission expires: 9/4/07 Notary County) There A. VAM BUSIGIFK MUTARY PUBLIC, Lake Coursy, Indiana Restern Of Lake Coursy,	

This instrument was prepared by Thomas J. Wilk, Vice President , Centier Bank, 600 East 84th Ave., Merrillville, Indiana 46410

ALPHA DEVELOPMENT, LLC Indiana Real Estate Modification IN/4tvanbusk00815100004473036110104Y

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