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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 094619

2004 NOV -5 AM 9:26

MORRIS W. CARTER  
RECORDER

**AGREEMENT TO MODIFY MORTGAGE**

This Agreement to Modify Mortgage ("Modification") is made as of September 21, 2004 by **WYNGATE DEVELOPMENT, LLC**, an Indiana limited liability company (the "Mortgagor"), having an address at 9241 Blaine Avenue, Crown Point, Indiana 46307 and **EVERGREEN COMMUNITY BANK** ("Lender"), having an address at 3842 West 95<sup>th</sup> Street, Evergreen Park, Illinois 60805.

Mortgagor executed and delivered to Lender a certain Real Estate Mortgage, executed by Mortgagor as of July 15, 2004, and recorded in the Office of the Recorder of Lake County, Indiana, on July 21, 2004, as Document Number 2004-061384 (the "Mortgage"). Pursuant to a certain Allonge to Promissory Note of even date herewith, Borrower (as defined in the Mortgage) and Lender agreed to make certain modifications to the payment terms with respect to the Indebtedness (as defined in the Mortgage). If and to the extent that the Mortgage does not secure repayment of the full amount of the Indebtedness, as so modified, the parties hereby modify the Mortgage as provided herein to cause the Mortgage to secure repayment of the full amount of the Indebtedness, as modified.

**NOW THEREFORE**, in consideration of the agreement of Lender to extend the term of the Note, the parties agree as follows:

1. Effective as of the date of this Modification, Section 3A of the Mortgage is hereby deleted and replaced with the following language:

A. Debt incurred under the terms of all promissory notes, contracts, guaranties or other evidence of debt described below and their extensions, renewals, modifications or substitutions.

Promissory Note #9830 dated as of July 15, 2004 in the principal amount of \$1,000,000 made by Lender to Mortgagor, plus interest thereon at the rate of interest provided in any note or notes evidencing said loan or loans, as modified by that certain Allonge to Promissory Note dated as of the date of this Modification, together with all renewals of, extensions of, modifications of, refinancings of, consolidations thereof, and substitutions therefor, and the guaranties given by Mortgagor to Lender, and all renewals of, extensions of,

① Tigor Title recorded this document as an accommodation. Tigor did not examine the document or the title of the real estate affected.

11/4/04  
H. D. C.

TICOR TITLE INSURANCE  
Crown Point, Indiana

*Return Evergreen Community Bank*

modifications of, refinancings of, consolidations thereof, and substitutions therefor.

2. Section 26 of the Mortgage is amended as follows:

The total principal amount secured by this Security Instrument at any one time shall not exceed \$1,800,000.00. This limitation does not include interest, attorneys fees, 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.

3. Except as specifically provided herein, the Mortgage will remain in full force and effect.

\* \* \* \* \*

IN WITNESS WHEREOF, Mortgagor and Lender have executed this Agreement to Modify Mortgage as of the date first written above

Mortgagor: WYNGATE DEVELOPMENT, LLC, an Indiana Limited Liability Company

By \_\_\_\_\_  
This Document is the property of the Lake County Recorder!

FRANK VOSS  
John J. Voss Jr.  
LARRY W. PRUIM  
Douglas J. Terpstra  
STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public, on September 21, 2004, personally appeared \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing Agreement to Modify Mortgage, and being first duly sworn by me upon oath, acknowledged that they have read and understands the foregoing and that they have affixed their name to and delivered said document as their own free and voluntary acts and as the free and voluntary act of Wyngate Development, LLC, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Nancy L. Kawa

, Notary Public

Commission Expires: 12-9-05 County of Residence: Cook, Ill.

Lender:

**EVERGREEN COMMUNITY BANK**

By: Gaylord R. Novak, EVP  
Gaylord R. Novak  
Vice President

STATE OF Ill

COUNTY OF Cook

SS:

BEFORE ME, the undersigned, a Notary Public, on September 21, 2004, personally appeared Gaylord R. Novak, personally known to me to be the same person whose name is subscribed to the foregoing Agreement to Modify Mortgage as Vice President of Evergreen Community Bank, and being first duly sworn by me upon oath, acknowledged that he has read and understands the foregoing and that he has affixed his name to and delivered said document as his own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



Mary K. Pniewski

, Notary Public

Commission Expires: 3/3/08 County of Residence: Cook Ill

This instrument was prepared by:

Marco A. Molina  
Kopko Genetos & Retson LLP  
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Merrillville, Indiana 46410