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# MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is December 23, 2004. The parties and their addresses are:

#### MORTGAGOR:

MEADOWBROOK, LOWELL, LIMITED PARTNERSHIP

An Indiana Limited Partnership 310 S. Nichols Street Lowell, Indiana 46356-2332

### LENDER:

### **CENTIER BANK**

Organized and existing under the laws of Indiana

600 East 84th Avenue

Merrillville, Indiana 46410

**Jocument** is

TIN: 35-0161790

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated October 29, 2003 and recorded on May 10, 2004 (Security Instrument). The Security Instrument was recorded in the records of Lake County, Indiana at The Office of the Recorder of Lake County, Indiana under Document No. 2004 038318 and covered the following described Property:

See "Exhibit A"

The property is located in Lake County at , Lowell, Indiana 46356.

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 \$215,000.00. 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:
    - The following debts and all extensions, renewals, refinancings, (a) Specific Debts. modifications and replacements. A renewal note or other agreement, No. 36755, dated December 23, 2004, from Mortgagor to Lender, with a maximum credit limit of \$215,000.00, with an interest rate based on the then current index value as the renewal note prescribes and maturing on November 23, 2005. One or more of the debts secured by this Security Instrument contains a future advance provision.
    - (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

Meadowbrook, Lowell, Limited Partnership Indiana Real Estate Modification IN/4evandenb00815100004558040010405Y

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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

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

of this Security Instrument.

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

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

00.000,812\$ 5. ADDITIONAL TERMS. The maximum obligation limit is being increased from \$140,000.00 to of the Security Instrument shall remain in full force and effect.

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



ACKNOWLEDGMENT.	
(Business or Entity)	
State OF IN, Cow,	rty OF Lake ss.
Before me, Elaine Van Denburgh, a Notary Public this 33ud day of December 2004, James Prange, Inc General Partner and James R. Prange -	
Provident of Mandaubra do H. James Prar	nge, Inc General Partner and James R. Prange -
President of Meadowbrook, Lowell, Limited Partnership a Limited Partnership acknowledged the execution of the annexed instrument of the Limited Partnership.	
My commission expires:	(Notary Public)
my commission expires.	Elaine Vancenburgh
ELAINE VAN DENBURG  NOTARY PUBLIC, Lake County, Indiana My Commission Expires August 29, 2009  Resident of Lake County, Indiana	(Notary's County)
Document is  NOT OFFICIAL!  This Document is the property of the Lake County Recorder!	
(Lender Acknowledgment)  State OF TXI, County OF Rake ss.  Before me, Elaine Van Denburgh, a Notary Public this Bank, a corporation, acknowledged the execution of the annexed instrument of the corporation.	
	(Notary Public)  Elouno Van Conburgh  (Notary's County)

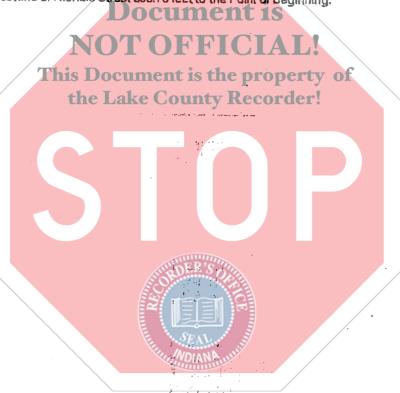
This instrument was prepared by Greg Gordon, Vice President , Centier Bank, 600 East 84th Ave., Merrillville, Indiana 46410

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## **LEGAL DESCRIPTION**

Phase 8, in Meadowbrook, Phases 5, 6, and 8, in the Town of Lowell, as per plat thereof, recorded in Plat Book 86, page 98, in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM that part described as follows:

Part of Phase B, Meadowbrook, Phases 5, 6, and B, in the Town of Lowell, as per plat thereof, recorded in Plat Book 86, page 98, in the Office of the Recorder of Lake County, Indiana, described as commencing at the Southeast corner of said Phase B; thence North 00 degrees 19 minutes 37 seconds West along the East line of said Phase B a distance of 12.01 feet to the Point of Beginning; thence North 88 degrees 28 minutes 22 seconds West parallel to the South line of said Phase 8 a distance of 780.50 feet; thence North 01 degree 31 minutes 38 seconds East, 235.86 feet; thence South 88 degrees 28 degrees 22 minutes East 105.96 feet; thence North 01 degree 18 minutes 28 seconds West 116.00 feet to the South R/W of Meadowbrook Drive; thence along the South R/W line of Meadowbrook Drive the following six courses: thence along a curve to the right with a radius of 726.00 feet, for an arc distance of 96.02 feet and having a chord bearing and distance of South 77 degrees 11 minutes 31 seconds East, 95.96 feet; thence South 73 degrees 24 minutes 10 seconds East 50,00 feet; thence along a curve to the left with a radius of 260.40 feet, for an arc distance of 213.26 feet and having a chord bearing and distance of North 83 degrees 08 minutes 10 seconds East, 207.35 feet; thence along a curve to the right with a radius of 234.18 feet, for an arc distance of 169.48 feet and having a chord bearing and distance of North 80 degrees 24 minutes 23 seconds East, 165.81 feet; thence South 67 degrees 54 minutes 19 seconds East, 52.62 feet; thence along a curve to the left with a radius of 538.01 feet, for an arc distance of 107.67 feet, and having a chord bearing and distance of South 84 degrees 35 minutes 37 seconds East, 107.49 feet to the Northeast corner of said Phase 8; thence South 00 degrees 19 minutes 37 seconds East along the East line of Phase 8 and the West line of Nichols Street 356.70 feet to the Point of Beginning.



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