

4

2005 047793

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 JUN 10 AM 9:15

MICHAEL A. BROWN
RECORDER

RECORDATION REQUESTED BY:
CITIZENS FINANCIAL SERVICES, FSB
1100 E. JOLIET ST.
DYER, IN 46311

WHEN RECORDED MAIL TO:
CITIZENS FINANCIAL SERVICES, FSB
1100 E. JOLIET ST.
DYER, IN 46311

SEND TAX NOTICES TO:

Document is NOT OFFICIAL!
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 27, 2005, is made and executed between KA Enterprises, LLC (referred to below as "Grantor") and CITIZENS FINANCIAL SERVICES, FSB, whose address is 1100 E. JOLIET ST., DYER, IN 46311 (referred to below as "Lender")

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 28, 2003 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on May 1, 2003 in the Lake County Recorder's Office as Document Number 2003043602 and Assignment of Rents dated April 28, 2003 recorded on May 1, 2003 in the Lake County Recorder's Office as Document Number 2003043603.

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

LOTS 6, 10 AND 11, 8400 CENTRE PARK, AN ADDITION TO MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 78 PAGE 61, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as Lots 6, 10 and 11, 8400 Centre Park, Merrillville, IN 46410. The Real Property tax identification number is Taxing Unit: 8; Key Nos: 15-673-6, 15-673-10 &

TICOR TITLE INSURANCE
920032412

20.00

LP
TI

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 5110304

Page 2

15-673-11

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

The principal balance of the Promissory Note secured by the aforesaid mortgage has been increased the date of this Modification of Mortgage from \$375,000.00 to \$510,000.00. 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 \$1,020,000.00.

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.

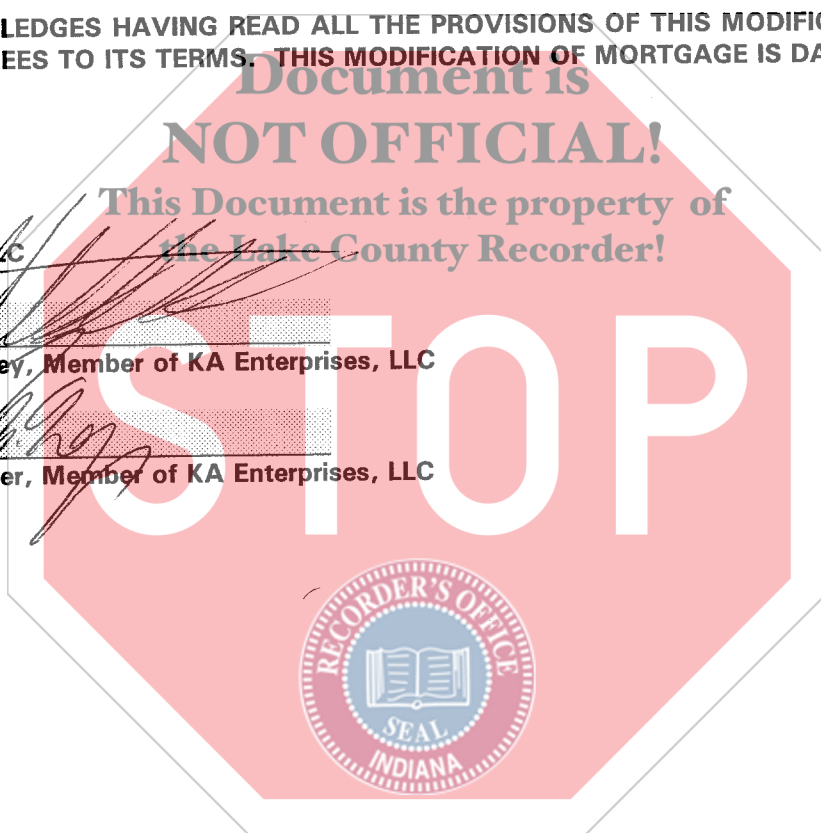
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 27, 2005.

GRANTOR:

KA ENTERPRISES, LLC

By: 
Kenneth J. Matney, Member of KA Enterprises, LLC

By: 
Anthony M. Meyer, Member of KA Enterprises, LLC



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 5110304

Page 3

LENDER:

CITIZENS FINANCIAL SERVICES, FSB

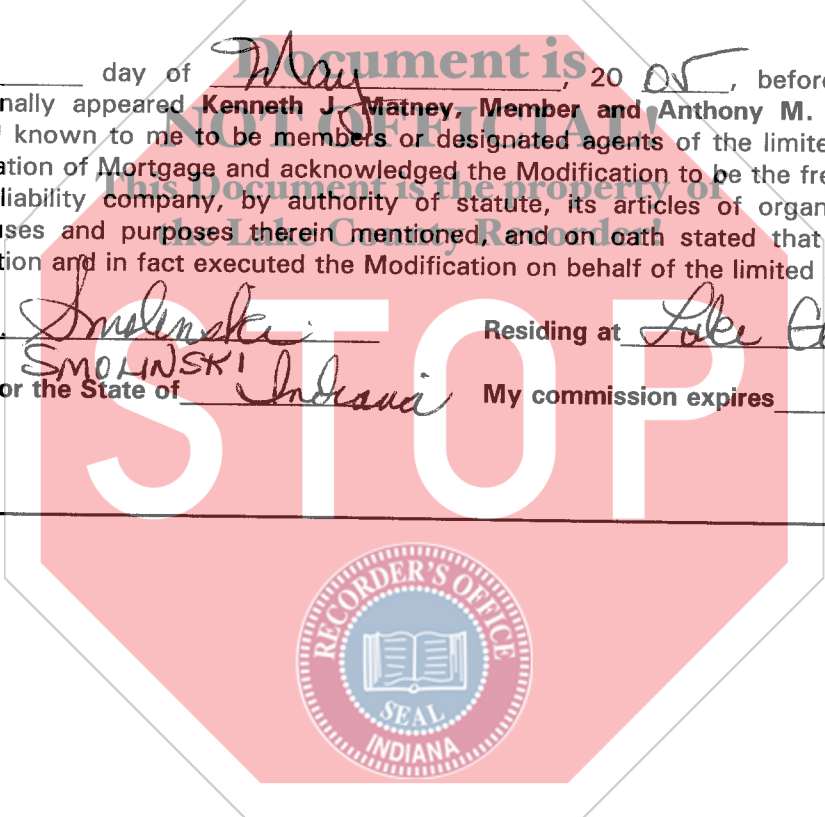
x Mary K. Ramos
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 27th day of May, 2008, before me, the undersigned Notary Public, personally appeared Kenneth J. Matney, Member and Anthony M. Meyer, Member of KA Enterprises, LLC, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Patricia A. Smolinski Residing at Lake City
PATRICIA A. SMOLINSKI My commission expires 11-26-08
Notary Public in and for the State of Indiana



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 5110304

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 27th day of May, 20 05, before me, the undersigned Notary Public, personally appeared MARY J. R. PANAS and known to me to be the 1ST VICE PRES., 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 Patricia A. Smolinski Residing at Lake City
PATRICIA A. SMOLINSKI My commission expires 11-26-08
Notary Public in and for the State of Indiana

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

This Modification of Mortgage was prepared by: BRIAN GOINS, VICE PRESIDENT

STOP

