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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 050109

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MICHAEL A. [unclear]
RECORDER

FIRST MORTGAGE MODIFICATION AGREEMENT

This First Mortgage Modification Agreement ("Agreement") is made this 9th day of June, 2005, by and between FIRST UNITED BANK, an Illinois banking corporation ("Lender") and SPRING RUN, LLC, an Indiana limited liability company, ("Borrower").

Recitals

WHEREAS, Lender has loaned to Borrower the sum of \$1,700,000.00 and such indebtedness is evidenced by a Promissory Note (referred to herein as the "\$1,700,000.00 Development Loan Note") executed by Borrower and dated June 9, 2004; and

WHEREAS, Lender has loaned to Borrower the sum of \$1,915,523.64 and such indebtedness is evidenced by a Promissory Note (referred to herein as the "Letter of Credit Loan Note") executed by Borrower and dated June 9, 2004; and

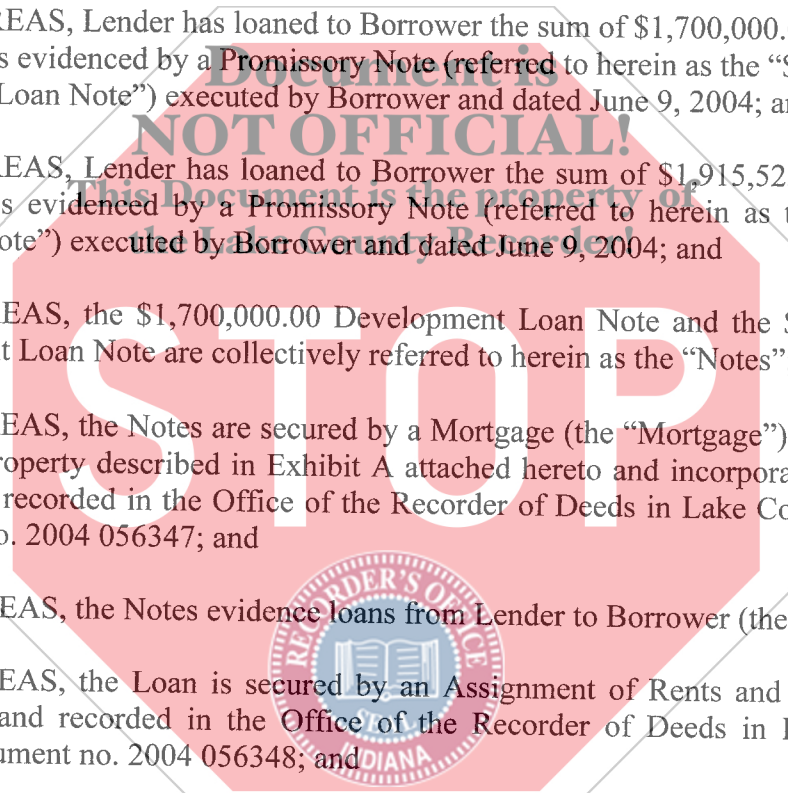
WHEREAS, the \$1,700,000.00 Development Loan Note and the \$1,915,523.64 Letter of Credit Loan Note are collectively referred to herein as the "Notes"; and

WHEREAS, the Notes are secured by a Mortgage (the "Mortgage") dated June 9, 2004 on the property described in Exhibit A attached hereto and incorporated herein by reference, and recorded in the Office of the Recorder of Deeds in Lake County, Indiana as document no. 2004 056347; and

WHEREAS, the Notes evidence loans from Lender to Borrower (the "Loan"); and

WHEREAS, the Loan is secured by an Assignment of Rents and Leases dated June 9, 2004 and recorded in the Office of the Recorder of Deeds in Lake County, Indiana as document no. 2004 056348; and

WHEREAS, the Notes and the Mortgage, and all other documents securing the Loan or executed by Borrowers in connection with the Loan are collectively referred to herein as the "Loan Documents"; and



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WHEREAS, the Lender and Borrower have agreed to modify and amend the Maturity Date for all Notes which are secured by this Mortgage and the Loan Documents; and such modification is set forth in this Agreement For Note of even date herewith, the terms of which are incorporated herein by reference;

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

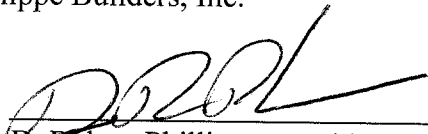
1. The recitals set forth above are incorporated herein by reference as if more fully set forth herein. To the extent that the terms contained herein conflict with the terms of the Loan Documents, the terms of this Agreement shall control.
2. The terms of the Mortgage, as modified, are hereby modified to provide that the Maturity Date of all Notes secured by the Mortgage are extended to June 9, 2006.
3. The Assignment of Rents and Leases and all other Loan Documents are hereby modified to reflect the modifications made to the Notes and the Mortgage pursuant to this Agreement.
4. The lien of the Mortgage is extended until payment of all Notes, the Mortgage and other Loan Documents is made in full.
5. All Loan Documents shall remain in full force and effect until full payment of all amounts due under the Notes, Mortgage and any other Loan Documents.
6. Except as expressly changed by this Agreement, the terms of the original Notes and the Mortgage, and any other Loan Documents, as previously amended, shall remain unchanged and in full force and effect in accordance with their respective terms, and the execution and delivery of this Agreement shall not operate to waive any rights or remedies that Lender may have with respect to the Loan Documents, to forgive or waive any violation, default or breach under the Loan Documents, or to obligate Lender in any manner to make any further extensions of credit other than as expressly provided for herein.
7. Whenever the context requires or permits, the singular shall include the plural, and vice versa, and the masculine, feminine and neuter shall be freely interchangeable.
8. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties.
9. The laws of the State of Indiana shall govern this Agreement.
10. This Agreement may be executed in counterparts each of which shall constitute an original, but all together shall constitute the same Agreement.

11. The parties agree to execute all other documents and agreements to fully effectuate the transaction contemplated herein. Each party acknowledges that they have been represented by counsel of their own choosing and that they have read, understand and intend to be bound by the terms of this Agreement. Each of the parties has participated in the negotiation and drafting of this Agreement. Therefore, in any construction of this Agreement, the same shall not be construed against any party.


In Witness Whereof, the parties have executed this First Mortgage Agreement as of the day and year first above written.

BORROWER:

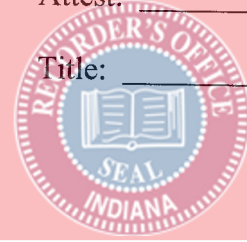
Spring Run, LLC, by its manager
Phillippe Builders, Inc.

By: 
D. Robert Phillippe, president and secretary

Document is NOT OFFICIAL!
BANK: **First United Bank**
This Document is the property of the Lake County Recorder!

By: 
Title: **VICE PRESIDENT**

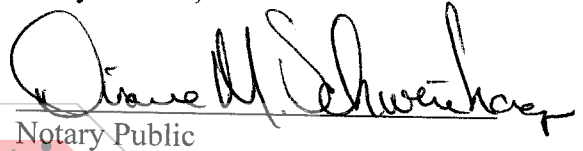
Attest: _____
Title: _____

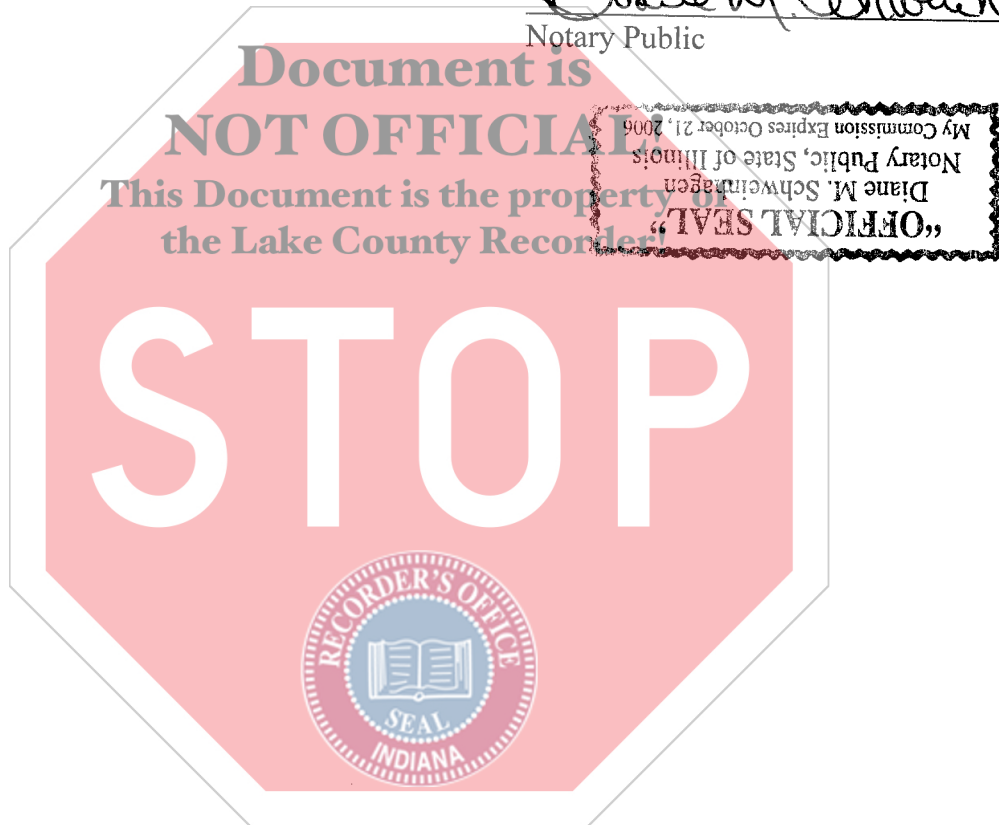


STATE OF ILLINOIS)
) SS.
COUNTY OF ~~WILL~~ ^{Cook})

I, the undersigned, a Notary Public in a for the County and State aforesaid, DO HEREBY CERTIFY, that D. Robert Phillippe, President and Secretary of Phillippe Builders, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, and as the free and voluntary act of the limited liability company known as Spring Run, LLC, an Indiana limited liability company (on behalf of which said corporation has executed the foregoing instrument as manager), all for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 9th day of June, 2005.


Notary Public

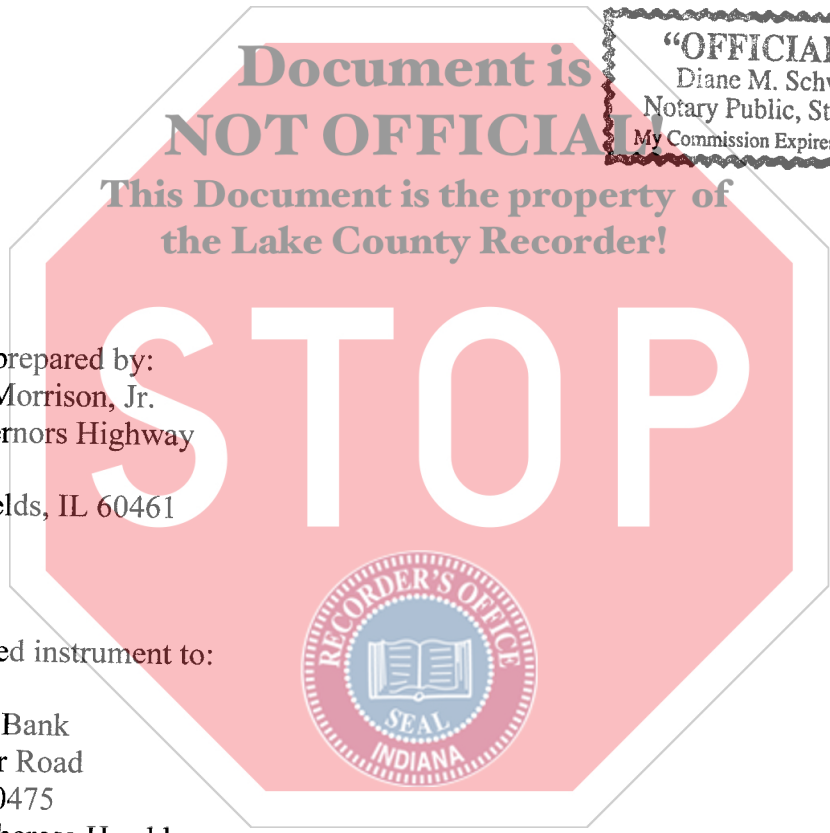


STATE OF ILLINOIS)
 Cook) SS.
COUNTY OF ~~WILL~~)

I, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Theresa Hershberger of First United Bank, and N/A of said bank, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and as such, Vice President and N/A, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 9th day of June, 2005.

Diane M. Schweinhagen
Notary Public



Instrument prepared by:
Edward L. Morrison, Jr.
20280 Governors Highway
Suite 302
Olympia Fields, IL 60461

Send recorded instrument to:

First United Bank
20 W. Steger Road
Steger, IL 60475
Attention: Theresa Hershberger

EXHIBIT A

The fractional Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPT the following described parcels:

(Exception A) that part of the fractional Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, commencing at the Northwest corner of said quarter section and running thence East on the North line thereof to the center line of the public highway which crosses the Northwestern portion of said quarter section, thence Southwesterly along the center line of said highway to the West line of said quarter section, thence North to the point of beginning;

(Exception B) that part described in the Warranty Deed from Howard Holtz and Mildred Holtz, his wife, to Leonard M. Allie and Joyce M. Allie, husband and wife, as tenants by the entireties, recorded November 8, 1957, as document 64359, as that part of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, more particularly described as follows: commencing at a point in the center of a public highway, which is 1525.55 feet West of the Northwest corner of the above said Southwest Quarter of Section 19, and running thence Southwesterly along the center line of said highway 128.79 feet to the place of beginning of this description, thence Southwesterly along the center line of said highway 128.79 feet, thence East parallel with the North line of said Southwest Quarter of Section 19, 165 feet, thence Northeasterly parallel with the center line of said highway 128.79 feet, thence West 165 feet to the place of beginning;

(Exception C) that part described in the Warranty Deed from Howard Holtz and Mildred Holtz, husband and wife, to Leonard M. Allie and Phyllis Allie, husband and wife, as tenants by the entireties, recorded April 10, 1964, as document 556450, as part of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, more particularly described as follows: commencing at a point 1360.55 feet West of the Northeast corner of the above said Southwest Quarter of Section 19, and running thence West 165 feet to the center line of a public highway, thence Southwesterly along the center line of said highway 128.79 feet, thence East parallel with the North line of said Southwest Quarter of Section 19, a distance of 165 feet, thence Northeasterly 128.79 feet to the place of beginning, in Lake County Indiana;

(Exception D) that part described in the Warranty Deed from Howard Holtz and Mildred Holtz, his wife, to Clarence E. Wade and Doris E. Wade, husband and wife, as tenants by the entireties, recorded October 13, 1964, as document 588774, as part of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, more particularly described as follows: commencing at the intersection of the North line of said Southwest Quarter and the center line of a public highway which intersection is 1525.55 feet West of the Northeast corner of said Southwest Quarter, thence Southwesterly along the center line of said public highway a distance of 257.58 feet, thence East parallel to the North line of said Southwest Quarter a distance of 165 feet to the place of beginning; thence continue East parallel to the North line of said Southwest Quarter a distance of 145 feet, thence North a distance of 180.78 feet, thence Southwesterly parallel to the center line of said public highway a distance of 232 feet to the place of beginning, in Lake County, Indiana;

(Exception E) that part described in the deed from Howard Holtz and Mildred L. Holtz, husband and wife, to Michael Skvara, Sr. and Mary Anne Skvara, husband and wife, recorded May 25, 1973, as document 203515, as a tract of land in the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, described as beginning at a point on the South line of said Section 19 which point is 1374 feet East of the Southwest corner of said Section 19; thence Northerly on a line which is parallel to the West line of said Section 19 a distance of 1320 feet; thence Easterly on a line which is parallel to the South line of said Section 19 a distance of 660 feet; thence Southerly on a line parallel to the West line of said Section 19 a distance of 1320 feet to the South line of Section 19; thence Westerly on said South line 660 feet to the point of beginning;

(Exception F) that part described in the Warranty Deed from Howard Holtz a/k/a Howard J. Holtz to First National Bank of Crown Point, recorded April 9, 1976, as document 346030, as the South 225 feet of the West 450 feet of the Southwest Quarter of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana;

(Exception G) that part described in the Quit-Claim Deed from Howard J. Holtz and Mildred L. Holtz, husband and wife, to the Board of County Commissioners of Lake County, Indiana, recorded December 18, 1976, as document 384189, as the South 300 feet of the West 510 feet of the Southwest Quarter of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, excepting therefrom the West 450 feet thereof;

(Exception H) that part described in the Warranty Deed from Howard Holtz a/k/a Howard J. Holtz and Mildred L. Holtz, husband and wife, to Marie Mathas and Rebecca L. Mathas, husband and wife, recorded August 27, 1979, as document 546629, as a parcel of land in the Southwest One Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, described as follows: commencing at the Southwest corner of Section 19, thence North 1 degree 27 minutes West, along the West Section line, 1187.68 feet to the point of beginning, thence North 1 degree 27 minutes West, along the West Section line, 260.00 feet, thence North 88 degrees 33 minutes East 335.00 feet, thence South 1 degree 27 minutes East, parallel to the West line, 260.00 feet, thence South 88 degrees 33 minutes West, parallel to the North line, 335.00 feet to the point of beginning;

(Exception I) that part described in the Warranty Deed from Howard Holtz a/k/a Howard J. Holtz and Mildred L. Holtz, husband and wife, to Gilbert V. Carter and Kurt Isay, recorded September 11, 1979, as document 548984, as the North 200 feet of the South 500 feet of the West 1374 feet of the Southwest Quarter of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian; (excepting therefrom the West 510 feet thereof);

(Exception J) that part described in the Warranty Deed from Howard J. Holtz and Mildred L. Holtz, husband and wife, to Gilbert V. Carter and Kurt Isay, recorded April 16, 1982, as document 666690, as the South 300 feet of the West 1,110 feet of the Southwest Quarter of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, excepting therefrom the West 510 feet thereof, in Lake County, Indiana;

(Exception K) that part described in the Warranty Deed from Howard Holtz and Mildred Holtz, husband and wife, to Gilbert V. Carter, as to an undivided one half interest; Kurt Isay, as to an undivided one quarter interest; and Bernard Golner, as to an undivided one quarter interest, recorded August 16, 1982, as document 677792, as the South 300 feet of the West 1,374 feet of the Southwest Quarter of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, excepting therefrom the West 1,110 feet of the above described parcel of land, all in Lake County, Indiana;

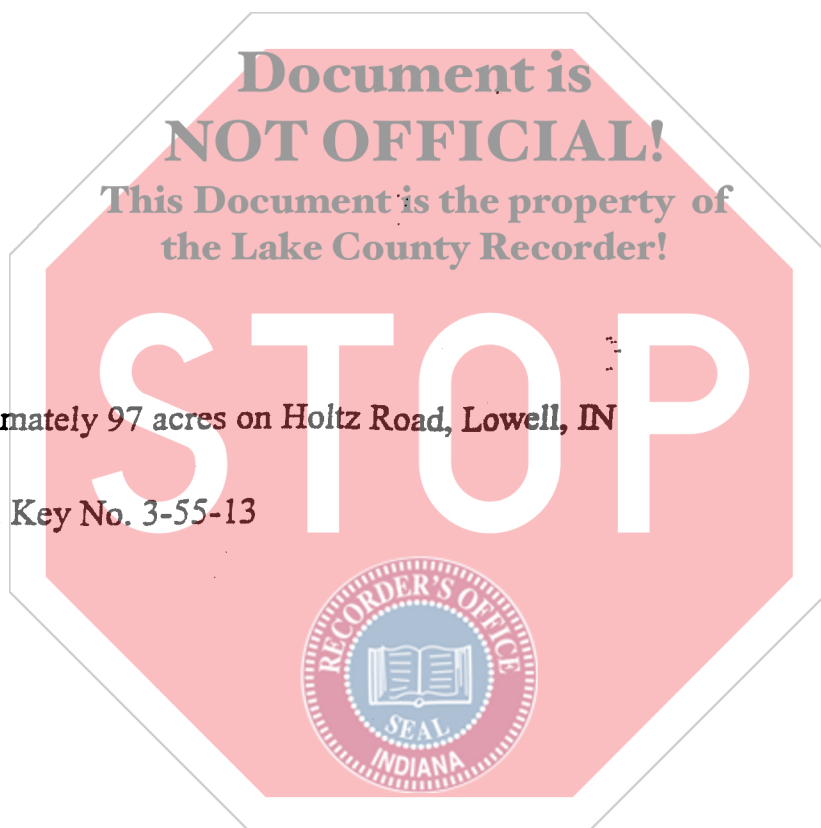
(Exception L) that part described in the Warranty Deed from Howard Holtz a/k/a Howard J. Holz and Mildred Holtz to James R. Pendoski and Joan A. Pendoski, husband and wife, recorded July 3, 1991, as document 91033363, as a parcel of land in the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, described as commencing at a brass plug marking the Southwest corner of Section 19; thence North 1 degree 27 minutes 00 seconds West along the West section line 1447.68 feet to an iron rod being the point of beginning; thence North 1 degree 27 minutes 00 seconds West along the West section line 25.62 feet to an iron rod; thence North 33 degrees 16 minutes 46 seconds East along the centerline of Holtz Road 90.50 feet to an iron rod; thence North 88 degrees 33 minutes 00 seconds East 210.31 feet to an iron rod; thence South 1 degree 27 minutes 00 seconds East parallel with the West section line 100.00 feet to an iron rod; thence South 88 degrees 33 minutes 00 seconds West 261.87 feet to the point of beginning;

(Exception M) that part described in the Quitclaim Deed from Howard Holtz and Mildred L. Holtz, husband and wife, to Gregory Nichols, recorded June 28, 1994, as document 94047259, as a parcel of land in the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, described as commencing at a brass plug marking the Southwest corner of said Section 19; thence North 1 degree 27 minutes 00 seconds West, along the West line of said Section 19, 1473.30 feet and to the centerline of Holtz Road; thence North 33 degrees 16 minutes 46 seconds East along said centerline, 661.36 feet to the point of beginning; thence continuing North 33 degrees 16 minutes 46 seconds East along said centerline, 92.61 feet; thence 41.68 feet along said centerline on a curve to the right, said curve having a radius of 985.60 feet and a chord that bears North 34 degrees 29 minutes 29 seconds East, 41.88 feet; thence South 53 degrees 28 minutes 54 seconds East, 490.20 feet; thence South 35 degrees 31 minutes 06 seconds West, 134.11 feet; thence North 53 degrees 28 minutes 54 seconds West, 489.49 feet to the point of beginning;

(Exception N) that part described in the Warranty Deed from Howard Holtz and Mildred Holtz, husband and wife, to Kevin Nichols, recorded December 9, 1988, as document 88098024, as a parcel of land in the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, described as commencing at a brass plug marking the Southwest corner of Section 19; thence North 1 degree 27 minutes 00 seconds West, along the West line of said Section 19, 1473.30 feet; thence North 33 degrees 16 minutes 46 seconds East along the centerline of Holtz Road, 643.97 feet; thence 99.91 feet along a curve to the right, having a radius of 985.60 feet and a chord that bears North 35 degrees 11 minutes 01 seconds East, 99.87 feet; thence North 39 degrees 05 minutes 06 seconds East, along said centerline, 260.25 feet to the point of beginning; thence continuing North 39 degrees 05 minutes 06 seconds East along said centerline, 170.00 feet; thence South 89 degrees 33 minutes 00 seconds East, 312.60 feet; thence South 39 degrees 05 minutes 16 seconds West parallel with Holtz Road, 365.19 feet; thence North 50 degrees 54 minutes 44 seconds West, 244.18 feet to the point of beginning;

(Exception O) that part described in the Trustee's Deed from Lake County Trust Company, as Trustee under the provisions of a Trust Agreement dated July 2, 2002, and known as Trust No. 5347, to Ken W. Novak, recorded April 28, 2003, as document 2003 042315, as that part of fractional Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at a brass plug marking the Southwest corner of Section 19; thence North 01 degree 27 minutes 00

seconds West 225.11 feet along the West line of said Section 19 to the point of beginning; thence North 01 degrees 27 minutes 00 seconds West 360.00 feet along last said West line; thence North 88 degrees 33 minutes 00 seconds East 190.00 feet; thence South 70 degrees 38 minutes 32 seconds East 278.14 feet to the intersection of the North line of the South 500 feet of said fractional Southwest Quarter with the East line of the West 450 feet of said fractional Southwest Quarter; thence South 89 degrees 40 minutes 34 seconds East 60.03 feet along last said North line to the East line of the West 510 feet of said fractional Southwest Quarter; thence South 01 degree 27 minutes 00 seconds East 200.10 feet along last said East line to the North line of the South 300 feet of said fractional Southwest Quarter; thence North 89 degrees 40 minutes 34 seconds West 60.03 feet along last said South line to the East line of the West 450 feet of said fractional Southwest Quarter; thence South 01 degree 27 minutes 00 seconds East 75.04 feet along last said East line to the North line of the South 225 feet of said fractional Southwest Quarter; thence North 89 degrees 40 minutes 34 seconds West 450.22 feet along last said North line to the point of beginning.



Address: Approximately 97 acres on Holtz Road, Lowell, IN

Taxing Unit No. 2, Key No. 3-55-13