

u

2006 007640

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 FEB - 1 11 04 17

MICHAEL A. BROWN  
RECORDER

**RECORDATION REQUESTED BY:**

Providence Bank, LLC  
630 East 162nd Street  
P.O. Box 706  
South Holland, IL 60473

**WHEN RECORDED MAIL TO:**

Providence Bank, LLC  
630 East 162nd Street  
P.O. Box 706  
South Holland, IL 60473

7

**Document is  
MODIFICATION OF MORTGAGE  
NOT OFFICIAL!**

**THIS MODIFICATION OF MORTGAGE** dated January 12, 2006, is made and executed between WYNGATE DEVELOPMENT LLC, whose address is 9241 BLAINE, CROWN POINT, IN 46307 (referred to below as "Grantor") and Providence Bank, LLC, whose address is 630 East 162nd Street, P.O. Box 706, South Holland, IL 60473 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 15, 2004 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

**Construction Mortgage** dated December 15, 2004, recorded December 21, 2004 in the office of the Recorder of County of Lake, State of Indiana, as Document No. 2004 108416.

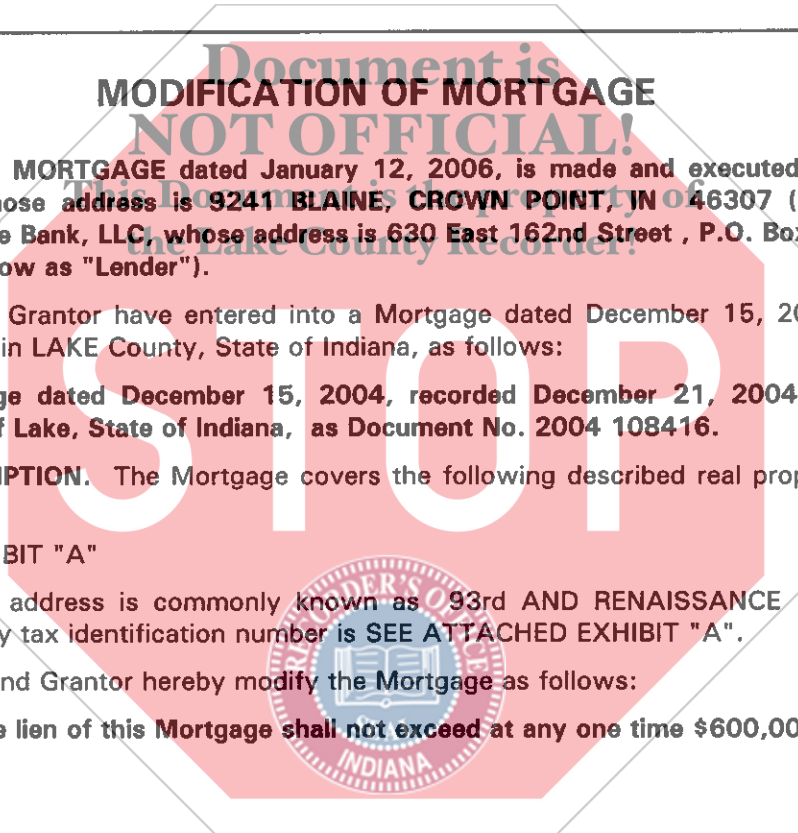
**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in LAKE County, State of Indiana:

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 93rd AND RENAISSANCE DRIVE, ST JOHN, IN 46373. The Real Property tax identification number is SEE ATTACHED EXHIBIT "A".

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

**MAXIMUM LIEN:** The lien of this Mortgage shall not exceed at any one time \$600,000.00.



23-  
#005751,  
00623/88

**MODIFICATION OF MORTGAGE  
(Continued)**

**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 JANUARY 12, 2006.**

**GRANTOR:**

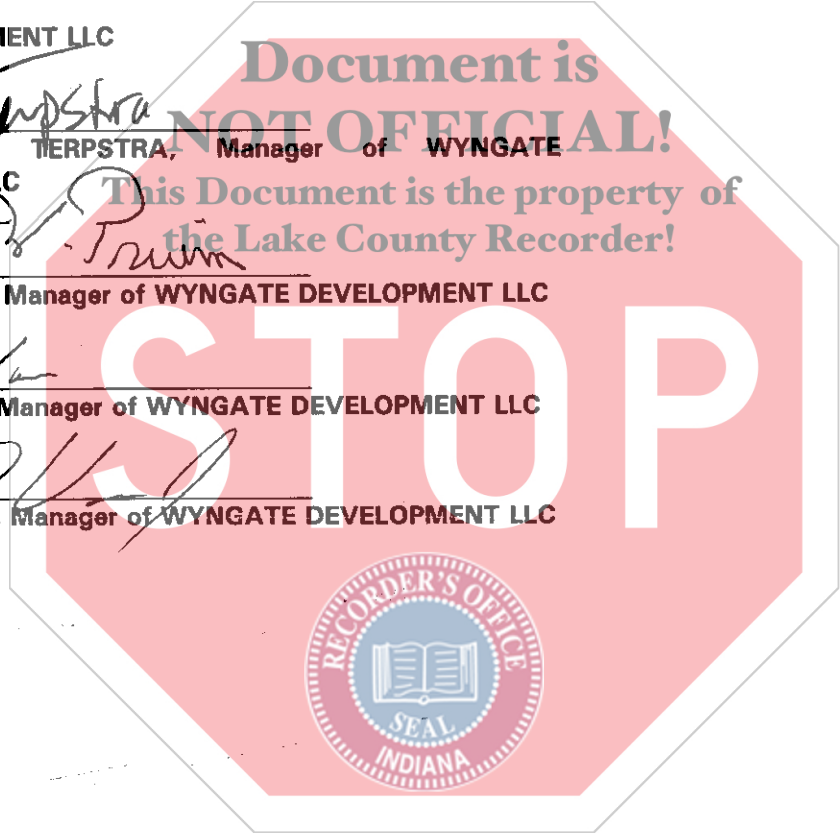
WYNGATE DEVELOPMENT LLC

By: *Douglas J Terpstra*  
DOUGLAS J TERPSTRA, Manager of WYNGATE DEVELOPMENT LLC

By: *Larry W Pruim*  
LARRY W PRUIM, Manager of WYNGATE DEVELOPMENT LLC

By: *Frank T Voss*  
FRANK T VOSS, Manager of WYNGATE DEVELOPMENT LLC

By: *John J Voss Jr*  
JOHN J VOSS JR, Manager of WYNGATE DEVELOPMENT LLC



MODIFICATION OF MORTGAGE  
(Continued)

LENDER:

PROVIDENCE BANK, LLC

x Christina Zin  
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois )

) SS

COUNTY OF Cook )

On this 12th day of January, 2006, before me, the undersigned Notary Public, personally appeared **DOUGLAS J TERPSTRA, Manager; LARRY W PRUIM, Manager; FRANK T VOSS, Manager; and JOHN J VOSS JR, Manager of WYNGATE DEVELOPMENT, 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 Tenay Lee  
Notary Public in and for the State of Illinois

Residing at South Holland  
My commission expires



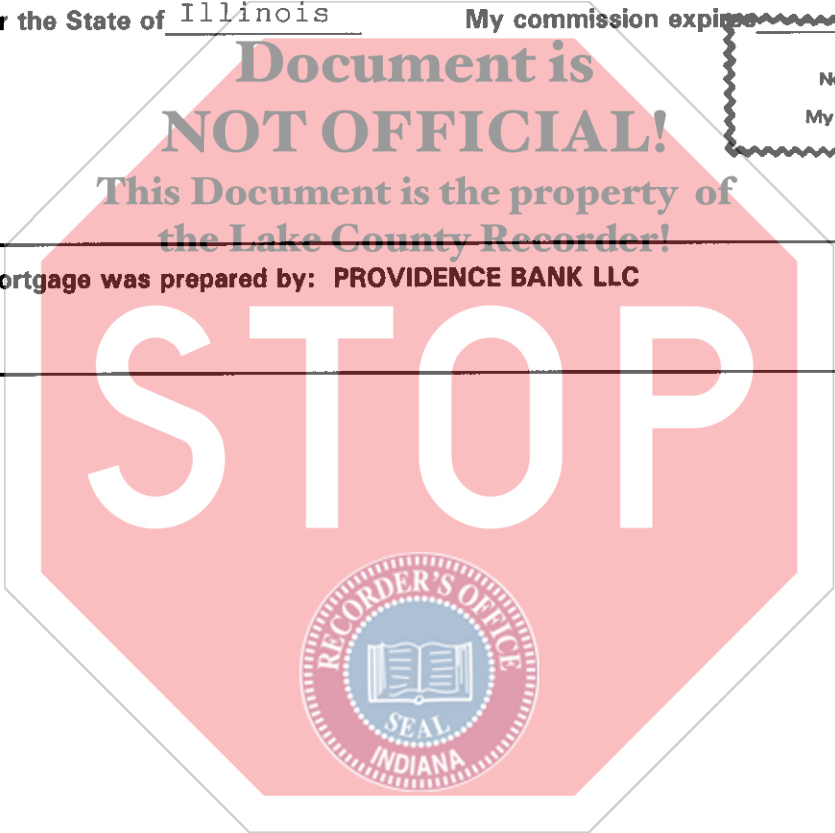
MODIFICATION OF MORTGAGE  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 12th day of January, 20 06, before me, the undersigned Notary Public, personally appeared Christine Zima and known to me to be the Vice President, 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 Tenay Lee Residing at South Holland  
Notary Public in and for the State of Illinois My commission expires



This Modification of Mortgage was prepared by: PROVIDENCE BANK LLC

**EXHIBIT A**

Parcel 1: Lots 1 to 5, both inclusive; Lots 7 to 18, both inclusive; Lots 22 and 23; Lots 26 to 31, both inclusive; Lots 33 to 46, both inclusive and Lots 48 to 52, both inclusive in Renaissance Subdivision - Unit 1, an Addition to St. John, as per plat thereof, recorded in Plat Book 96 page 2, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: Part of the Northwest 1/4 of Section 34, Township 35 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the Northwest corner of said Section 34; thence South 89 degrees 14 minutes 23 seconds East, 664.19 feet along the North line of said Section (Bearings based on Holding a line connecting the monuments at the Northwest corner and the Northeast corner of said Section 34 as South 89 degrees 14 minutes 23 seconds East - assumed basis); thence South 00 degrees 6 minutes 54 seconds East, 1335.22 feet to the point of beginning; thence North 89 degrees 52 minutes 37 seconds East, 424.24 feet; thence North 61 degrees 48 minutes 16 seconds East, 68.00 feet; thence North 89 degrees 52 minutes 37 seconds East, 510.00 feet; thence South 00 degrees 7 minutes 23 seconds East, 32.36 feet; thence South 89 degrees 14 minutes 29 seconds East, 8.86 feet; thence South 00 degrees 08 minutes 22 seconds East, 440.05 feet; thence South 89 degrees 14 minutes 29 seconds East, 45.34 feet; thence South 00 degrees 45 minutes 25 seconds West, 260.09 feet; thence South 27 degrees 19 minutes 19 seconds West, 67.08 feet; thence South 00 degrees 45 minutes 25 seconds West, 150.00 feet; thence North 89 degrees 14 minutes 35 seconds West, 600.00 feet; thence North 37 degrees 26 minutes 54 seconds West, 30.617 feet; thence South 89 degrees 53 minutes 06 seconds West, 192.424 feet to the beginning of a curve concave to the West having a radius of 1066.28 feet; thence Southerly 8.77 feet along said curve through a central angle of 00 degrees 28 minutes 16 seconds to the beginning of a reverse curve concave to the East having a radius of 1006.28 feet; a radial line through said beginning of reverse curve bears South 82 degrees 00 minutes 43 seconds East; thence Southerly 59.76 feet along said curve through a central angle of 03 degrees 24 minutes 09 seconds; thence South 89 degrees 53 minutes 06 seconds West, 192.69 feet; thence North 00 degrees 06 minutes 54 seconds West, 945.26 feet to the point of beginning.

PARCEL 2 TO BE KNOWN AS ALL OF RENAISSANCE SUBDIVISION - UNIT 2, AN ADDITION TO THE TOWN OF ST. JOHN, LAKE COUNTY, INDIANA.

Parcel 1: 12-258-1 to 5, both inclusive; 12-258-7 to 18, both inclusive; 12-258-22 and 23; 12-258-26 to 31, both inclusive; 12-258-33 to 46, both inclusive and 12-258-48 to 52, both inclusive

Parcel 2: Taxing Unit No. 9 Key No. 11-25-2 and 3

DECLARATION

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

