

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 106718

2006 DEC -5 AM 9:30

MICHAEL A. BROWN
RECORDER

WHEN RECORDED MAIL TO:

Harris N.A./BLST
Attn: Collateral Management
P.O. Box 2880
Chicago, IL 60690-2880

FOR RECORDER'S USE ONLY

W2006106718 CM

This Modification of Mortgage prepared by:
Kim Cokley, Documentation Specialist
Harris N.A./BLST
311 W. Monroe St., 6th Floor
Chicago, IL 60606-4684

Document is NOT OFFICIAL!
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 24, 2006, is made and executed between Terrence D. Koehler and Jill Koehler, husband and wife, whose address is 12980 W. 83rd Place, St. John, IN 46373 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 21, 2003 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage and an Assignment of Rents recorded on August 27, 2003 as Document #2003 089273 in the Lake County Recorder's Office, as may be subsequently modified from time to time.

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

See Exhibit "A" attached hereto and incorporated herein

The Real Property or its address is commonly known as 13649 Wicker Avenue, Cedar Lake, IN 46303. The Real Property tax identification number is 24-15-73 and 74.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated November 17, 2006 in the original principal amount of \$500,000.00 to Lender bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) 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 the amount of \$500,000.00; (3) to amend the name of Lender to read as follows: Harris N.A., as Successor by Merger with Mercantile National Bank of Indiana, its successors and/or assigns; and (4) The following paragraphs are hereby added to the Mortgage:

Cross-Collateralization

#23
CT
CA

Chicago Title Insurance Company

**MODIFICATION OF MORTGAGE
(Continued)**

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In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Due on Sale

Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

Waiver of Right of Redemption

NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 (B) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY

This Modification of Mortgage reflects that the maturity date referenced in the Mortgage is hereby amended to remain continuous and without interruption

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 NOVEMBER 24, 2006.

MODIFICATION OF MORTGAGE
(Continued)

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GRANTOR:

X *Terrence D. Koehler*
Terrence D. Koehler

X *Jill Koehler*
Jill Koehler

LENDER:

HARRIS N.A.

X *Michael Mequeler*
Authorized Signer



STATE OF Indiana

COUNTY OF Lake

) I affirm, under the penalties for perjury, that I have
taken reasonable care to redact each Social Security
) SS number in this document, unless required by law.
Barbara Megqueler

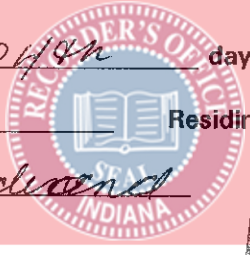
On this day before me, the undersigned Notary Public, personally appeared **Terrence D. Koehler and Jill Koehler**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24th day of November, 2006.

By *Carol Kneifel* Residing at Lake

Notary Public in and for the State of Indiana

My commission expires 3/9/07



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LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 24th day of November, 2006 before me, the undersigned Notary Public, personally appeared Michael Micka and known to me to be the Relationship Mgr 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 Carol Kneifel Residing at Lake County

Notary Public in and for the State of Indiana

My commission expires 3/9/07

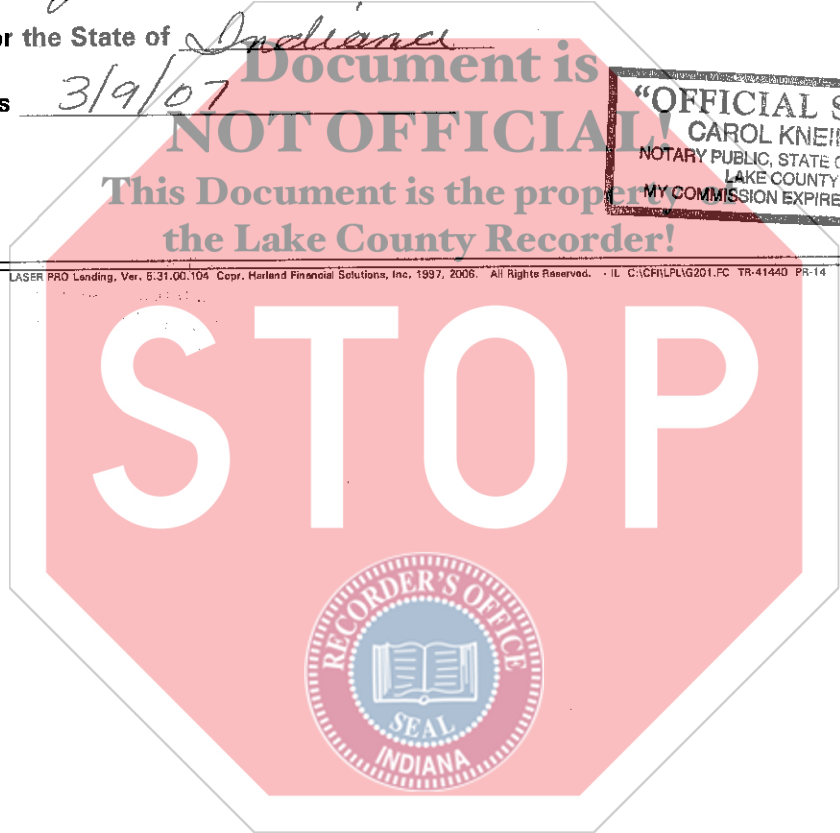


EXHIBIT "A"

Part of the Southwest 1/4 of the Northwest 1/4 of Section 28, Township 34 North, Range 9 West of the 2nd Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana, described as follows: Beginning at the Southwest corner of said tract; thence North 00 degrees 00 minutes 00 seconds East along the West line of said Southwest 1/4 of the Northwest 1/4, 201.50 feet; thence South 89 degrees 28 minutes 04 seconds East, parallel to the South line of said Southwest 1/4 of the Northwest 1/4, 300.37 feet to the center line of a 25.0 foot perpetual sewer easement; thence North 12 degrees 19 minutes 55 seconds West along said center line, 133.77 feet; thence South 89 degrees 28 minutes 04 seconds East, 1,060.21 feet to the East line of said Southwest 1/4 of the Northwest 1/4; thence South 00 degrees 00 minutes 39 seconds East along said East line 331.92 feet to the South line of said Southwest 1/4 of the Northwest 1/4; thence North 89 degrees 28 minutes 04 seconds West, along said South line, 1,332.07 feet to the point of beginning EXCEPTING THEREFROM the following two tracts of land:

Tract No. 1: Part of the Southwest 1/4 of the Northwest 1/4 of Section 28, Township 34 North, Range 9 West of the 2nd Principal Meridian, described as follows:

Commencing at a point on the West line of said tract 50.00 feet North of the Southwest corner thereof; thence North 00 degrees 00 minutes 00 seconds East along the West line of said Section, 151.50 feet; thence South 89 degrees 28 minutes 04 seconds East parallel to the South line of said Southwest 1/4 of the Northwest 1/4 300.37 feet, to the centerline of a 25 foot perpetual sewer easement; thence South 12 degrees 19 minutes 55 seconds East along said centerline 155.39 feet, to a line 50.00 feet North of and parallel to the South line of said Southwest 1/4 of the Northwest 1/4; thence North 89 degrees 28 minutes 04 seconds West along said parallel line, 333.56 feet to the point of beginning, in the Town of Cedar Lake, Lake County, Indiana.

Tract No. 2: Part of the Southwest 1/4 of the Northwest 1/4 of Section 28, Township 34 North, Range 9 West of the 2nd Principal Meridian, described as follows: Commencing at a point on the West line of said tract, 201.50 feet North of the Southwest corner thereof; thence South 89 degrees 28 minutes 04 seconds East parallel with the South line of said Southwest 1/4 of the Northwest 1/4 a distance of 300.37 feet to the point of beginning, thence North 00 degrees 00 minutes 00 seconds East 130.42 feet, thence North 89 degrees 28 minutes 04 seconds West 28.57 feet, thence South 12 degrees 19 minutes 05 seconds East 133.77 feet to the point of beginning.

