

2006 107718

2006-11-14 9:34

MICHAEL A. BROWN
RECORDER

Return to: Centier Bank, 600 E. 84th Ave.,
Merrillville, Indiana 46410

Space Above This Line For Recording Data

CM 620058297

MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is November 14, 2006. The parties and their addresses are:

MORTGAGOR:

GATES S.J., LLC
A INDIANA Limited Liability Company
11200 DELAWARE PARKWAY
CROWN POINT, Indiana 46307-7812

LENDER:

CENTIER BANK
Organized and existing under the laws of Indiana
600 EAST 84TH AVENUE
MERRILLVILLE, Indiana 46410

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated December 19, 2005 and recorded on December 30, 2005 (Security Instrument). The Security Instrument was recorded in the records of LAKE County, Indiana at THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA 2292 MAIN STREET CROWN POINT INDIANA ON DECEMBER 30, 2005 UNDER DOCUMENT NUMBER 2005 115171 AND MODIFIED ON SEPTEMBER 11, 2006 TO THE AMOUNT OF \$6,367,469.00 RECORDED ON SEPTEMBER 25, 2006 UNDER DOCUMENT NUMBER 2006 083692 AND MODIFIED ON OCTOBER 6, 2006 TO THE AMOUNT OF \$6,852,106.00 RECORDED ON A CERTAIN DATE UNDER A CERTAIN DOCUMENT NUMBER IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA and covered the following described Property:

SEE ATTACHED EXHIBIT "A"

The property is located in LAKE County at 146 LOTS, ST. JOHN, Indiana 46373.

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 \$8,247,000.00. 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

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For Agent See Doc #

Chicago Title Insurance Company

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. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 44435, dated December 19, 2005, from Mortgagor to Lender, with a maximum credit limit of \$7,000,000.00. 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 agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

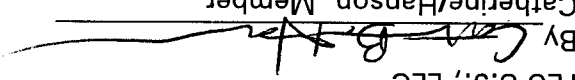
4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

5. ADDITIONAL TERMS. THE MAXIMUM OBLIGATION LIMIT HAS INCREASED FROM \$6,852,106.00 TO \$8,247,000.00

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

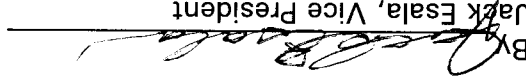
MORTGAGOR:

GATES S.J., LLC

By  Catherine B. Hanson, Member

LENDER:

CENTIER BANK

By  Jack Esala, Vice President

ACKNOWLEDGMENT.

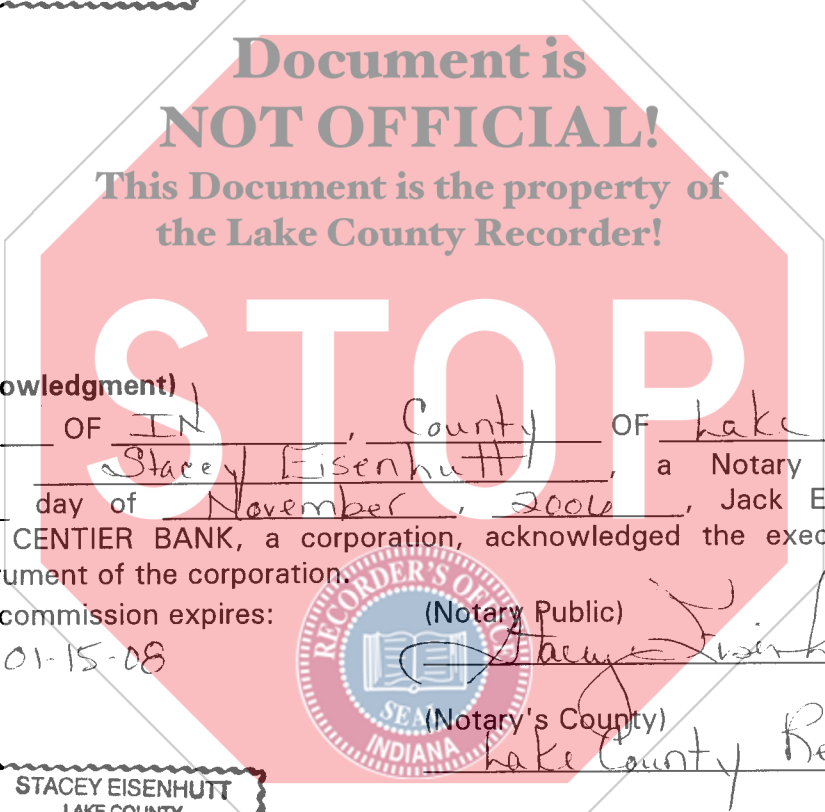
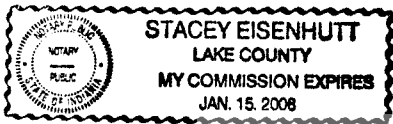
(Business or Entity)

State IN OF IN County OF Lake ss.
Before me, Stacey Eisenhutt, a Notary Public this
14th day of November, 2006, Catherine Hanson -
Member of GATES S.J., LLC a Limited Liability Company acknowledged the execution
of the annexed instrument of the Limited Liability Company.

My commission expires:
01-15-08

(Notary Public)
Stacey Eisenhutt

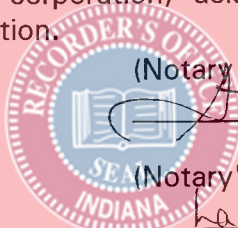
(Notary's County)
Lake County Resident



(Lender Acknowledgment)

State IN OF IN County OF Lake ss.
Before me, Stacey Eisenhutt, a Notary Public this
14th day of November, 2006, Jack Esala -- Vice
President of CENTIER BANK, a corporation, acknowledged the execution of the
annexed instrument of the corporation.

My commission expires:
01-15-08



(Notary Public)
Stacey Eisenhutt

(Notary's County)
Lake County Resident





This instrument was prepared by Jack E. Esala, Vice President, Centier Bank, 600 E. 84th Ave., Merrillville, IN 46410

Name: *Jack E. Esala*

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

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

Name: Jack Esala

This instrument was prepared by Jack E. Esala, Vice President , Centier Bank, 600 East 84th. Ave., Merrillville, Indiana 46410



No: 620058297

Exhibit "A"

LEGAL DESCRIPTION

That part of the Southeast Quarter of Section 34, Township 35 North, Range 9 West of the Second Principal Meridian and also that part of the Northeast Quarter of Section 3, Township 34 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana, described as follows: Beginning at a place on the East line of the Northeast Quarter of the Northeast Quarter of said Section 3; bearing North 00 degrees 00 minutes 25 seconds West, 132.23 feet from the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 3; thence North 89 degrees 25 minutes 50 seconds West, 2001.15 feet to a nontangent curve; thence along the arc of a curve concave to the West, having a radius of 850.00 feet, having a chord bearing of North 02 degrees 09 minutes 51 seconds East, 64.22 feet to a point of tangency; thence North 00 degrees 00 minutes 00 seconds West, 1660.59 feet to a point of curvature; thence along an arc of a curve concave to the East, having a radius of 350.00 feet, having a chord bearing of North 04 degrees 44 minutes 00 seconds East 57.83 feet to a point of tangency; thence North 09 degrees 28 minutes 00 seconds East, 82.87 feet to the center line of 101st Avenue; thence on the following three (3) courses and distances along said center line: (1) South 80 degrees 32 minutes 00 seconds East, 612.72 feet; (2) thence South 83 degrees 42 minutes 01 seconds East, 784.33 feet; (3) thence South 88 degrees 10 minutes 41 seconds East, 17.30 feet to the West line of Lot 1 in the "Little Green Acres" Subdivision, as per plat thereof recorded in Plat Book 51, page 42 in the Office of the Recorder of Lake County, Indiana, extended North to the center line of 101st Avenue; thence South 00 degrees 38 minutes 54 seconds East, 556.67 feet along the West line of said Lot 1 and said line extended South to the North line of the Northeast Quarter of the Northeast Quarter of said Section 3; thence South 89 degrees 43 minutes 31 seconds East, 572.53 feet along said North line to the East line of the Northeast Quarter of the Northeast Quarter of said Section 3; thence South 00 degrees 00 minutes 25 seconds East, 664.70 feet along said East line to the Northeast corner of a parcel of land conveyed to Kenneth J. Hardy and Marcia A. Hardy by Warranty Deed recorded as Document No. 2001-097433 in the Office of the Recorder of Lake County, Indiana; thence on the following three courses on the North, West and South boundary lines of said Hardy parcel: (1) South 89 degrees 59 minutes 35 seconds West, 225.00 feet; (2) South 00 degrees 00 minutes 25 seconds East, 217.80 feet; (3) North 89 degrees 59 minutes 35 seconds East, 225.0 feet to the East line of the Northeast Quarter of the Northeast Quarter of said Section 3; thence South 00 degrees 00 minutes 25 seconds East, 254.67 feet along said East line to the place of beginning, also known as Pod 11, in the unrecorded subdivision of The Gates Subdivision, St. John, Indiana, in Lake County, Indiana.

That part of the Northeast Quarter of Section 3, Township 34 North, Range 9, and the Southeast Quarter of Section 34, Township 35 North, Range 9 all West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at the Northwest corner of the South Half of the Northeast Quarter in said Section 3; thence North 00 degrees 01 minutes 06 seconds West, along the West line of the said Northeast Quarter, 117.55 feet for a place of beginning; thence North 00 degrees 01 minutes 06 seconds West, 1123.47 feet to the Northwest corner of said Northeast Quarter; thence South 89 degrees 43 minutes 31 seconds East, 9.80 feet to the Southwest corner of the Southeast Quarter of said Section 34; thence North 00 degrees 37 minutes 00 seconds West, along the West line of said Southeast Quarter, 373.25 feet to the Southwest corner of Beer Estates 1, per plat thereof, recorded as Document No. 94081304; thence South 89 degrees 43 minutes 31 seconds East, 477.56 feet to the Southeast corner of said Beer Estates 1; thence North 00 degrees 37 minutes 00 seconds West, along the East line of said Beer Estates 1, a distance of 404.74 feet to the centerline of 101st Avenue; thence South 75 degrees 20 minutes 14 seconds East, along said centerline, 79.60 feet; thence South 80 degrees 32 minutes 00 seconds East, continuing along said centerline, 130.48 feet; thence South 09 degrees 28 minutes 00 seconds West, 82.87 feet; to a point of curvature; thence along an arc of a curve concave to the East, having a radius of 350.00 feet, having a chord bearing of South 04 degrees 44 minutes 00 seconds West, 57.83 feet to a point of tangent; thence South 00 degrees 00 minutes 00 seconds East, 1660.59 feet to a point of curvature; thence along an arc of a curve concave to the West, having a radius of 850.00 feet, having a chord bearing of South 02 degrees 09 minutes 51 seconds West, 64.22 feet; thence North 89 degrees 25 minutes 50 seconds West, 663.54 feet to the place of beginning, also known as Pod 12, in the unrecorded subdivision of The Gates Subdivision, St. John, Indiana, in Lake County, Indiana.