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FOR RECORDING INFORMATION ONLY:

2007 028208

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
AFTER RECORDING RETURN TO:

2007 APR 5 AM 10:51
HomeVestors Investments, Inc.
10670 North Central Expressway, Suite 700
Dallas, Texas 75231
MICHAEL BROWN
RECORDER

MODIFICATION OF REAL ESTATE NOTE AND LIEN

STATE OF INDIANA

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LAKE

§

WITNESSETH

WHEREAS, on December 15, 2006, Red Brick Investment Properties, LLC, an Indiana limited liability company ("Borrowers") executed that one certain Note (the "Note") payable to the order of Prospect Avenue Funding, Inc. ("Lender") in the original principal amount of \$23,470.00; and

WHEREAS, payment of the Note is secured by the lien and provisions of a Mortgage ("Mortgage") executed by Borrowers, the property described therein (the "Property"), which Mortgage is dated December 15, 2006 and recorded in the Official Records of Lake County, Indiana relating to the following described real property:

THE SOUTH 45 FEET OF THE WEST 115 FEET OF LOT 1 IN BLOCK 9, IN MILLER'S STATION, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 11 AND PLAT BOOK 5, PAGE 45, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, THE SOUTH LINE OF SAID LOT 1 HAVING BEEN ESTABLISHED BY A LEGAL SURVEY ENTERED IN LEGAL SURVEY RECORD 4, PAGE 3 AND ORDER OF THE LAKE CIRCUIT COURT ENTERED FEBRUARY 20, 1906 IN CAUSE NO. 6660, commonly known as 605 South Howard Street, Gary, Indiana 46403.

WHEREAS, Borrowers and Lender desire to modify the Note and Mortgage; as stated herein;

NOW, THEREFORE, in consideration of the mutual undertakings and upon and subject to the provisions contained herein, it is mutually agreed as follows:

1. The parties acknowledge and agree that the principal balance due and payable on the Note is stipulated to be the sum of \$49,543.00, as of the date hereof.
2. Effective as of February 9, 2007, the first paragraph of the Note is hereby amended to read in its entirety:

The undersigned **Red Brick Investment Properties, LLC** ("Maker"), hereby promises to pay to the order of **Prospect Avenue Funding, Inc.** ("Payee"), at its address at 10670 North Central Expressway, Suite 700, Dallas, Texas 75231, or at such other location as the holder hereof may notify Maker, the principal amount of \$49,543.00, or so much thereof as may be advanced and outstanding hereunder, with interest on the outstanding principal balance from time to time outstanding hereunder until paid in full, calculated on the basis of a 360 day year at the interest rate specified below. Payments under this Note shall be made as follows:

PROSPECT AVENUE FUNDING, INC.
102 Washington Street
Lowell, Indiana 46356
210-288-0100

15699

1800
13991

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The entire amount advanced hereunder, together with accrued and unpaid interest, shall be due and payable on August 9, 2007 (the "Maturity Date").

The outstanding principal balance of this Note shall bear interest at variable rate per annum equal to the sum of the Base Rate, as the same may change from time to time during the term hereof, plus 2.75%. As used herein, the term "Base Rate" shall mean the rate of interest established by Payee from time to time as its Base Rate.

3. Borrowers hereby ratify the Mortgage, as renewed and extended, as a valid first and subsisting lien against the property to secure payment of the indebtedness represented by the Note, as renewed and extended. All of the rights, remedies, liens, equities, and powers securing payment of the Note are hereby MODIFIED, RENEWED and EXTENDED to secure the payment of the Note as extended hereby. Borrowers shall reimburse Lender on demand for any and all costs incurred by Lender in connection with the renewal and extension of the indebtedness represented hereby, including but not limited to payment of attorneys' fees incurred by Lender and payment of the premium for an endorsement to the title policy insuring the lien of the Mortgage.
4. Borrowers, on behalf of themselves, their heirs, personal representatives, successors and assigns (herein collectively referred to as "Releasors") do hereby forever release and discharge Lender and any and all officers, directors, agents employees, shareholders, successors, and assigns and all entities owned by or affiliated with Lender (herein collectively referred to as "Releasees") of and from any and all claims, demands, offsets, damages, obligations, causes of action, liabilities, losses or expenses of whatever nature or type, whether known or unknown, whether choate or inchoate, suspected or unsuspected, or whether having arisen, accrued or matured or hereafter to arise, accrued or matured or hereafter to arise, accrue or mature which Releasors may now or hereafter have against Releasees, arising out of any matter or event occurring on or prior to the date of execution hereof with respect to the Note (the "Claims"), including but not limited to, any claims relating to the making of such Note, the administration of such Note, or the enforcement or restructuring of such Note.
5. In addition to the stated principal balance above, Borrower shall pay Lender for and in consideration of the lender's agreement to extend the maturity date, lower the interest rate of the original promissory note and for the administration, labor, supplies and costs involved in processing and approving the loan modification, a Loan Modification and Extension Fee equal to \$200.00. The Loan Modification and Extension Fee will be due and payable at closing.
6. In addition to the stated principal balance above, Borrower shall pay to Lender the following:

Loan Origination Fee for review and investigation of collateral value of real property and administration, labor, supplies, and costs involved in processing and approving the Loan evidenced by the Note prior to making the Loan.	\$743.15
Wire Fee for reimbursement of bank's wire fee charged to Lender, and Lender's administration, labor, supplies, and costs involved in arranging for funds to be wired to closing.	\$20.00

Except as modified hereby, the Note shall remain unchanged and in full force and effect.

THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, this Modification of Real Estate Note and Lien has been executed as of February 9, 2007.

BORROWER

**Red Brick Investment Properties, LLC, an
Indiana limited liability company**

By: _____

Title: MEMBER

LENDER

Prospect Avenue Funding, Inc.

By: _____

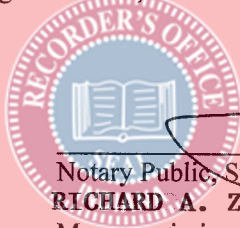
Title: DIRECTOR OF FINANCE

STATE OF INDIANA

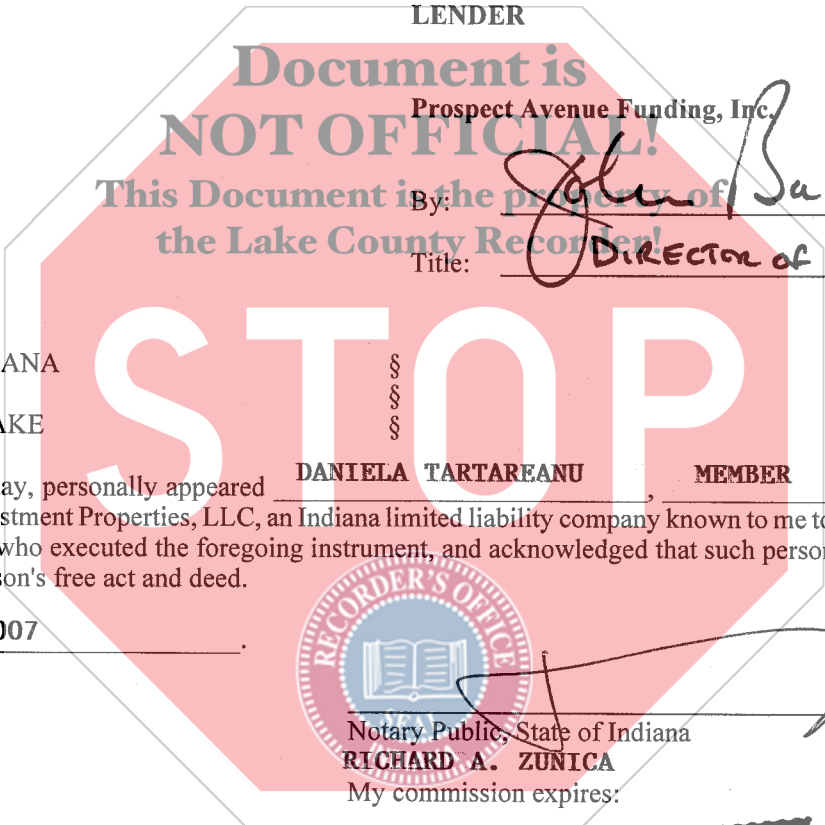
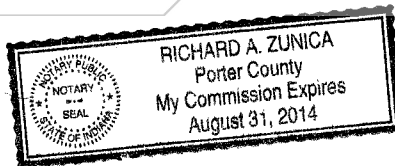
COUNTY OF LAKE

On this day, personally appeared DANIELA TARTAREANU, MEMBER of Red Brick Investment Properties, LLC, an Indiana limited liability company known to me to be the person described in and who executed the foregoing instrument, and acknowledged that such person executed the same as such person's free act and deed.

Dated: 2-9-2007



Notary Public, State of Indiana
RICHARD A. ZUNICA
My commission expires:



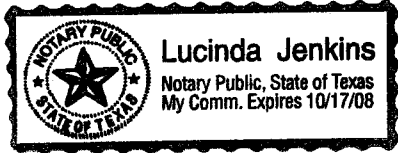
STATE OF TEXAS

COUNTY OF DALLAS

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On this day, personally appeared John Bachmann, Authorized Representative of Prospect Avenue Funding, Inc., known to me to be the person described in and who executed the foregoing instrument, and acknowledged that such person executed the same as such person's free act and deed.

Dated: 3/23/17



Lucinda Jenkins

Notary Public, State of Texas

My commission expires: 10/17/08

