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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2007 028521

2007 APR -9 AM 9:31

MICHAEL A. BROWN RECORDER

WHEN RECORDED MAIL TO:

Harris N.A./BLST

Attn: Collateral Management

P.O. Box 2880

Chicago, IL 60690-2880

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 1, 2007, is made and executed between AHH Properties, LLC, whose address is 1401 E. Greenwood Avenue Suite 100, Crown Point, IN 46307 (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 February 24, 2004 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on March 1, 2004 as Document # 2004-016981 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:

LOT 14 IN LIBERTY PARK HIGHLANDS, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 25 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 1207 N. Main Street, Crown Point, IN 46307. The Real Property tax identification number is 003-03-07-0182-0002.

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

920071747

TICOR TITLE INSURANCE

MODIFICATION OF MORTGAGE (Continued)

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This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated March 7, 2007 in the original principal amount of \$49,999.66 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 \$49,999.66; (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

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.

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 Document is the property of

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 MARCH 1, 2007.

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR:
AHH PROPERTIES, LLC
By: Mary Haluska, Member of AHH Properties, LLC
LENDER:
HARRIS N.A. X Musey Authorized Signer
Document is
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF Indiana This Document is the property of the Lake County Recorder!
COUNTY OF Lake
On this

MODIFICATION OF MORTGAGE

Loan No: 20055871 (Continued) Page 4 LENDER ACKNOWLEDGMENT STATE OF _____ Indiana)) SS **COUNTY OF** Lake) day of <u>March</u> On this 29th _, 20 <u>07</u>___, before me, the undersigned and known to me to be the Officer , 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. Residing at Lake Peggy D. Petersen Notary Public in and for the State of Indiana 11111 C My commission expires June 27, 2010 NOT OFFICIAL! This Document is the property of the Lake County Recorder! I affirm, under the penalties for perjury, that I have taken reasonable care to reduct each Social Security number in this document, unless required by law (Robert C. Nelson, Documentation Specialist).



This Modification of Mortgage was prepared by: Robert C. Nelson, Documentation Specialist