

2007 035717

2007 MAY -1 AM 10:21

MICHAEL A. BROWN
RECORDER

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

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is April 20, 2007. The parties and their addresses are:

MORTGAGOR:

LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST #5843

Dated February 27, 2007, An Indiana Trust

2200 NORTH MAIN STREET

CROWN POINT, Indiana 46307

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 MARCH 2, 2007 and recorded on ON A CERTAIN DATE (Security Instrument). The Security Instrument was recorded in the records of LAKE County, Indiana at 2292 NORTH MAIN STREET CROWN POINT INDIANA UNDER CERTAIN DOCUMENT NUMBER IN THE OFFICE OF THE RECORDER and covered the following described Property:

PARCEL 1: LOT 17 IN ERIE SUBDIVISION NO. 1 OF INDUSTRIAL CENTER LAND COMPANY'S ADDITION TO HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 26, PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2: THE EAST 75 FEET OF LOT 15 IN ERIE SUBDIVISION NO. 1 OF INDUSTRIAL CENTER LAND COMPANY'S ADDITION TO HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 26, PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The property is located in LAKE County at 2907 WEST 45TH STREET, HIGHLAND, Indiana 46322-2908.

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 \$1,340,000.00. 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

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

[Handwritten signature]

\$ 27
sts
ca

Mtg 2007-035716

terms of this Security Instrument to protect the security and performance of the secured debt. The secured debt provision of the Security Instrument is modified to read:

B. Secured Debt. The secured debt provision of the Security Instrument is modified to

(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 renewal note or other agreement, No. 48195, dated April 20, 2007, from Borrower to Lender, with a loan amount of \$1,340,000.00. 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 Borrower 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 Mortgage's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a 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.

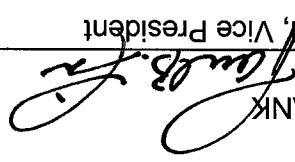
3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances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

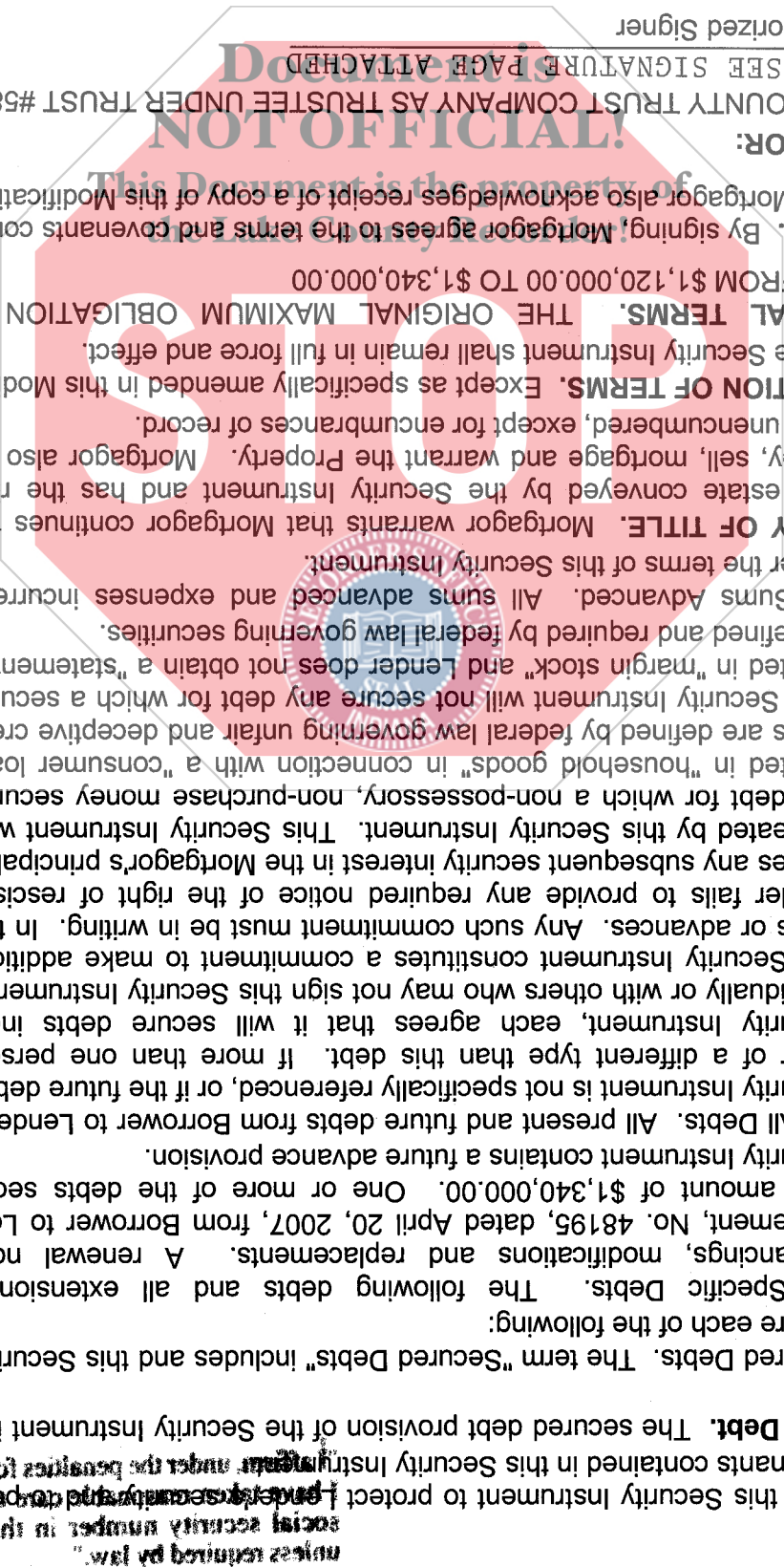
4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

5. ADDITIONAL TERMS. THE ORIGINAL MAXIMUM OBLIGATION LIMIT HAS INCREASED FROM \$1,120,000.00 TO \$1,340,000.00

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: LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST #5843
 By SEE SIGNATURE PAGE ATTACHED
 Authorized Signer

LENDER: CENTIER BANK
 By 
 Paul Thiel, Vice President



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument. The information contained in this instrument has been furnished the undersigned by the beneficiary/beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 20th day of April, 2007.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated February 27, 2007, and known as Trust No. 5843.

By: Elaine M. Sievers
Elaine M. Sievers, Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Elaine M. Sievers of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.

WITNESS my hand and seal this 20th day of April, 2007.

My Commission Expires: 10-11-07

Hesta Payo
Hesta Payo, Notary Public
Resident of Lake County, Indiana.

ACKNOWLEDGMENT.

(Business or Entity)

STATE OF INDIANA, COUNTY OF LAKE

ss.

Before me, _____, a Notary Public this
20TH day of APRIL, 2007, Authorized Signer - of
LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST #5843 a Trust
acknowledged the execution of the annexed instrument of the Trust.

My commission expires: (Notary Public)

(Notary's County)



