

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 041684

2007 MAY 22 AM 9:31

MICHAEL A. BROWN  
RECORDER

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

Chicago Title Insurance Company

620071848

Document is  
NOT ON FILE  
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 18, 2007, is made and executed between Moress LLC, whose address is P. O. Box 888, Griffith, IN 46319 (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 July 27, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on August 24, 2006 as Document #2006074326 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 13, IN MILLENIUM PARK, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 96, PAGE 52, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 1175 Arrowhead Ct., Crown Point, IN 46307. The Real Property tax identification number is 9-601-13.

**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

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LP  
CT

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 20047210

Page 2

Promissory Note dated April 18, 2007 in the original principal amount of \$1,200,000.00 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; and (2) 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.

**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 APRIL 18, 2007.**

GRANTOR:

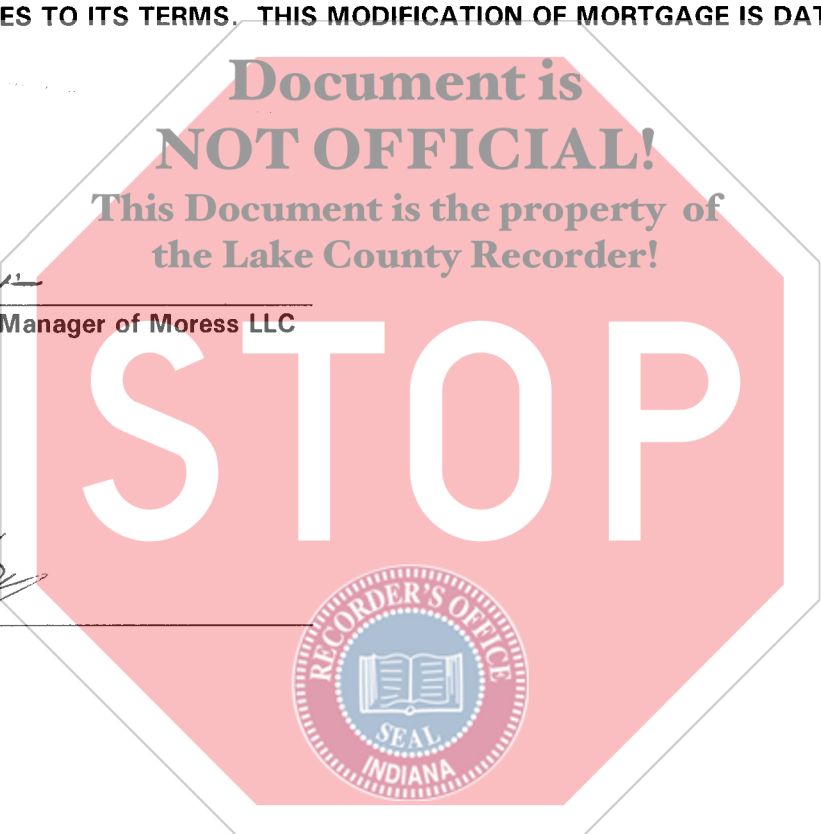
MORESS LLC

By:   
Ronald D. Morris, Manager of Moress LLC

LENDER:

HARRIS N.A.

X   
Authorized Signer



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 20047210

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

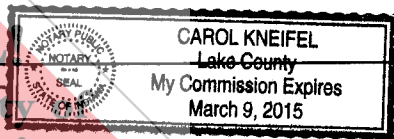
STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 18th day of April, 2007, before me, the undersigned Notary Public, personally appeared **Ronald D. Morris, Manager of Moress LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Carol Kneifel Residing at Lake County  
Notary Public in and for the State of Indiana My commission expires 3/9/15

Document is  
NOT OFFICIAL

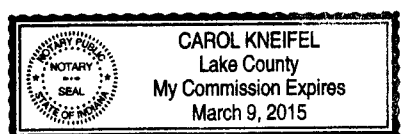
This document is the property  
of the Lake County Recorder!



STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 18th day of April, 2007, before me, the undersigned Notary Public, personally appeared Michael C. Micka and known to me to be the Relationship Manager, 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 3/9/15



**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 20047210

Page 4

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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 (David Clark, Documentation Specialist).

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**This Modification of Mortgage was prepared by: David Clark, Documentation Specialist**

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