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2007 043683

STATE OF INDIANA
LAKE COUNTY
FILED
2007 MAY 30 AM 9:31
MICHAEL J. HENRY
RECORDER

Chicago Title Insurance Company

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

620072151 m

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 2, 2007, is made and executed between Harris N.A., as Trustee under the provisions of a certain Trust Agreement dated the 29th day of April, 1968, and known as Trust Number 2624, whose address is 111 W. Monroe Street, Chicago, IL 60603 (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").

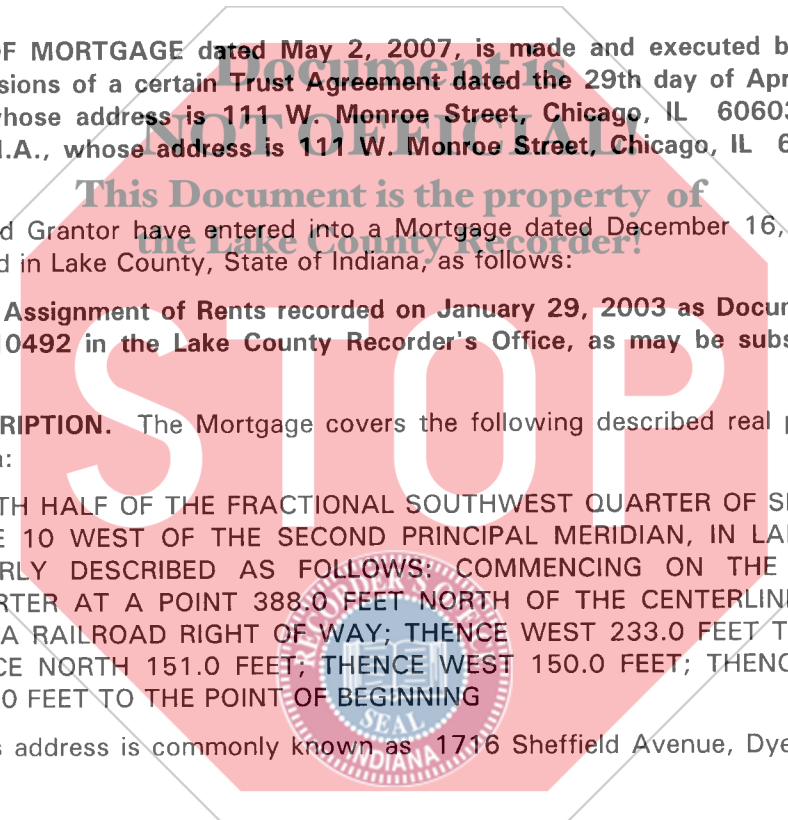
MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 16, 2002 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage and an Assignment of Rents recorded on January 29, 2003 as Document #2003010491 and Document #2003010492 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:

PART OF THE NORTH HALF OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF SAID SOUTHWEST QUARTER AT A POINT 388.0 FEET NORTH OF THE CENTERLINE OF THE JOLIET AND NORTHERN INDIANA RAILROAD RIGHT OF WAY; THENCE WEST 233.0 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 151.0 FEET; THENCE WEST 150.0 FEET; THENCE SOUTH 151.0 FEET; THENCE EAST 150.0 FEET TO THE POINT OF BEGINNING

The Real Property or its address is commonly known as 1716 Sheffield Avenue, Dyer, IN 46311. The Real



2400
LH

**MODIFICATION OF MORTGAGE
(Continued)**

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Property tax identification number is 14-7-3.

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 Promissory Note dated May 2, 2007 in the original principal amount of \$500,000.00 to Lender bearing a variable interest rate based upon an index and a Promissory Note dated April 21, 2007 in the original principal amount of \$700,000.00 to Lender bearing a variable interest rate based upon an index 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 \$1,200,000.00; (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; (4) this Modification of Mortgage reflects that the maturity date referenced in the Mortgage is hereby amended to remain continuous and without interruption; and (5) to add the following provisions:

DUE ON SALE:

Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

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 MAY 2, 2007.



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 20042446

GRANTOR:

HARRIS N.A. LAND TRUST #2624

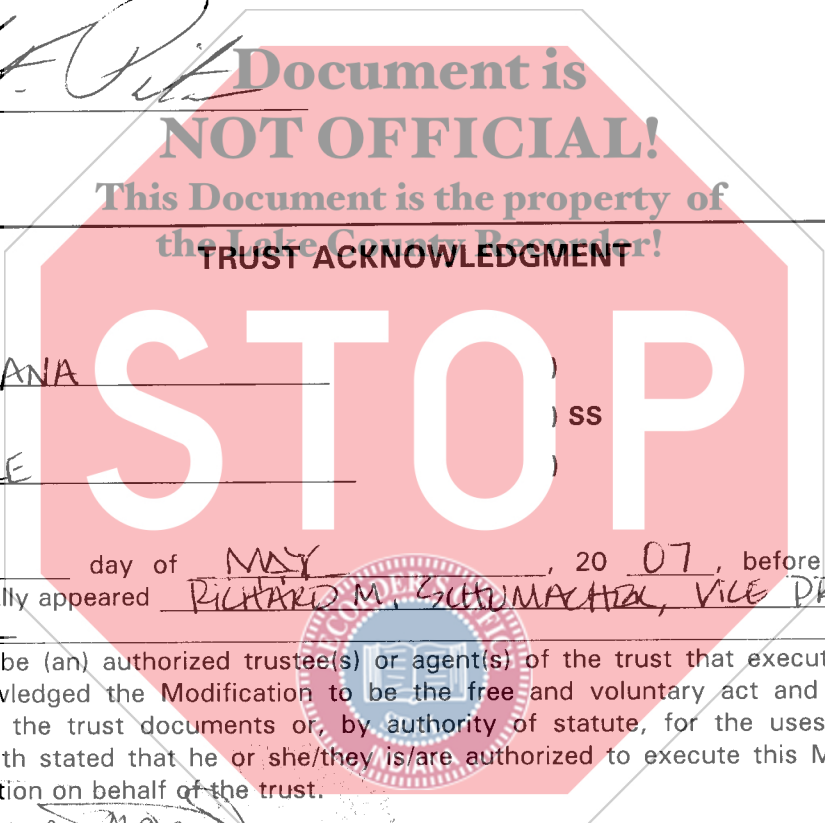
HARRIS N.A., Trustee of Harris N.A. Land Trust #2624 AND NOT PERSONALLY

By: *Richard M. Sutumachal*
Authorized Signer for Harris N.A.

LENDER:

HARRIS N.A.

X *Christina P. Pitt*
Authorized Signer



STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 11TH day of MAY, 20 07, before me, the undersigned Notary Public, personally appeared RICHARD M. SUTUMACHAL, VICE PRESIDENT AND TRUST OFFICER, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *[Signature]*
Notary Public in and for the State of INDIANA

Residing at MUNSTER, INDIANA
My commission expires 05-07-08

MODIFICATION OF MORTGAGE
(Continued)

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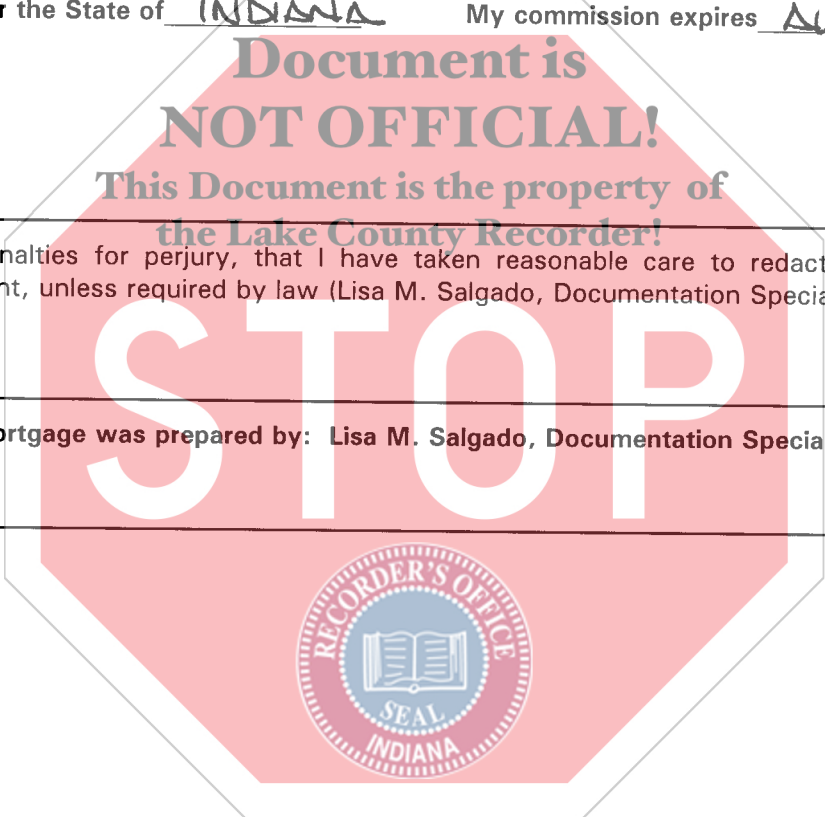
LENDER ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 11th day of MAY, 20 07, before me, the undersigned Notary Public, personally appeared CHARLES F. PINTAR and known to me to be the VICE PRESIDENT, 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 [Signature] Residing at DYER, INDIANA

Notary Public in and for the State of INDIANA My commission expires AUGUST 13, 2008



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 (Lisa M. Salgado, Documentation Specialist).

This Modification of Mortgage was prepared by: Lisa M. Salgado, Documentation Specialist



EXCULPATORY RIDER

This instrument is executed by the Harris N.A. as Trustee under the provisions of a Trust Agreement dated **April 29, 1968**, and known as Trust no. **2624**, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris N.A. warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris N.A. in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris N.A. on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existent Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.