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Prepared by Florence L Robinson

MAIL TO:

Peotone Bank & Trust Co.  
200 W. Corning Avenue  
Peotone, IL 60468

2007 073675

STATE OF INDIANA  
LAKE COUNTY  
FILED

2007 SEP 12 AM 10:40

MICHAEL A. DROTT  
RECORDER

Loan No. 1400078410

**MODIFICATION AGREEMENT**

AGREEMENT made this 1<sup>st</sup> day of August, A.D., 2007 between Peotone Bank and Trust Company, a banking corporation, organized and existing under the laws of the State of Illinois, party of the first part and **Valerius, Inc.**, of the village of Cedar Lake, County of Lake, and State of Indiana, party of the second part witnesseth:

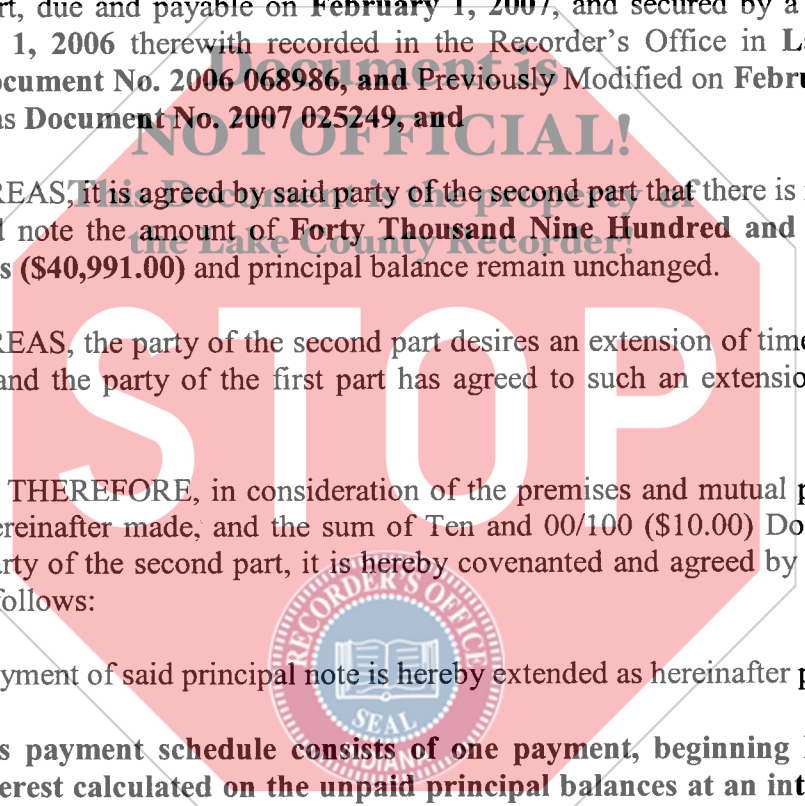
WHEREAS, the said party of the first part is the owner and holder of a certain promissory note dated August 1, 2006, made, executed and delivered by the said party of the second part, due and payable on February 1, 2007, and secured by a Mortgage(s) dated August 1, 2006 therewith recorded in the Recorder's Office in Lake County, Indiana, as Document No. 2006-068986, and Previously Modified on February 1, 2007 and recorded as Document No. 2007-025249, and

WHEREAS, it is agreed by said party of the second part that there is now due and owing on said note the amount of **Forty Thousand Nine Hundred and Ninety One 00/100 Dollars (\$40,991.00)** and principal balance remain unchanged.

WHEREAS, the party of the second part desires an extension of time of payment of said note, and the party of the first part has agreed to such an extension of time of payment.

NOW, THEREFORE, in consideration of the premises and mutual promises and agreements hereinafter made, and the sum of Ten and 00/100 (\$10.00) Dollars in hand paid by the party of the second part, it is hereby covenanted and agreed by and between the parties as follows:

1. Time for payment of said principal note is hereby extended as hereinafter provided.
2. Borrower's payment schedule consists of one payment, beginning February 1, 2008 with interest calculated on the unpaid principal balances at an interest rate of 9.25% per annum, one payment of all unpaid principal plus interest due on February 01, 2008.
3. Late charges are to be 5% of the late payment or \$25.00; whichever is greater, after 10 days of the scheduled payment.



19.00  
adm  
306535

3. Late charges are to be 5% of the late payment or \$25.00; whichever is greater, after 10 days of the scheduled payment.


4. That the aforesaid payments and interest shall be secured by the **Mortgage** recorded as **Document No. 2006 068986** with **Lake County Recorder** in the same manner as if the changes herein had been specifically described therein and that the Mortgage and all the provisions, stipulations, powers, terms and covenants therein shall be in full force and effect except as hereby modified.

It is expressly understood and agreed by the party of the second part that they shall perform and observe all the covenants, agreements and conditions as otherwise provided in said Mortgage(s) heretofore executed by them and recorded in said Recorder's office as **Document No. 2006 068986**

This agreement shall be binding upon the successors or assigns of the party of the first part and the heirs, executors, administrators and assigns of the party of the second part.

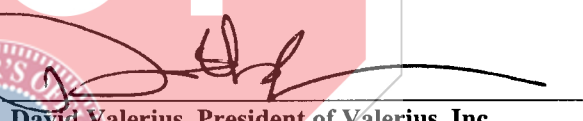
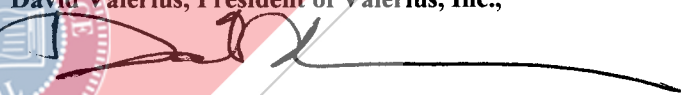
IN WITNESS WHEREOF, the party of the first part hath hereunto caused its corporate seal to be affixed and this agreement to be signed by its Sr. Vice President and attested by its Assistant Trust Officer and the party of the second part has hereunto set her hand and seal the day and year first above written.

**PEOTONE BANK AND TRUST COMPANY  
PEOTONE, ILLINOIS**

By:   
G. Duane Carder, Sr. Vice President

Attest:   
Joyce E. Werner, Asst. Trust Officer



  
David Valerius, President of Valerius, Inc.,  


...See Legal Description on Exhibit "A" attached

INDIVIDUAL (S) ACKNOWLEDGEMENT

STATE OF Illinois

COUNTY OF Will

On this day before me, the undersigned Notary Public, personally appeared **David Valerius, President of Valerius, Inc.**, known to me to be the individual(s) described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 1<sup>st</sup> day of August, 2007.

By [Signature] Residing at 200 W. Cornum Ave  
Peotone IL 60468

Notary Public in and for the State Of Illinois

My Commission Expires 12-10-10



Document is  
LENDER ACKNOWLEDGEMENT  
NOT OFFICIAL!

This Document is the property of  
the Lake County Recorder!

STATE OF Illinois

COUNTY OF Will

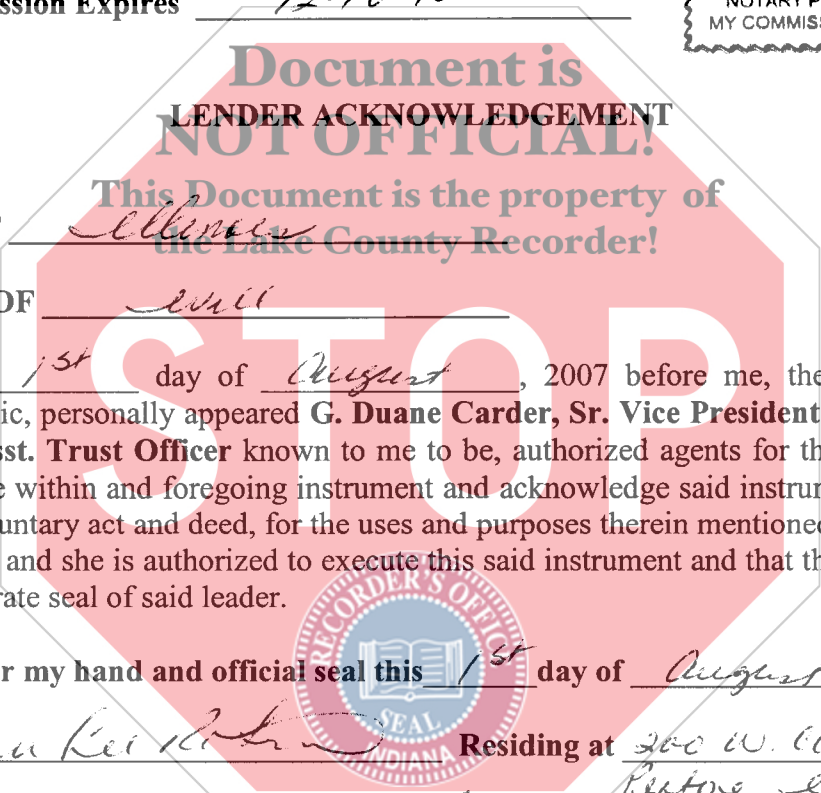
On this 1<sup>st</sup> day of August, 2007 before me, the undersigned Notary Public, personally appeared **G. Duane Carder, Sr. Vice President and Joyce E. Werner, Asst. Trust Officer** known to me to be, authorized agents for the Lender that executed the within and foregoing instrument and acknowledge said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath state that he and she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said leader.

Given under my hand and official seal this 1<sup>st</sup> day of August, 2007.

By [Signature] Residing at 200 W. Cornum Ave  
Peotone IL 60468

Notary Public in and for the State Of Illinois

My Commission Expires 12-10-10



**Exhibit "A"**

Legal Description:

**Lake County Property**

Lot 7, In Edgewater-Phase Two-A, An Addition to the City of Crown Point, as per plat thereof, recorded in plat book 98 page 53, in the office of the recorder of Lake County, Indiana.

The Real Property or its address is commonly known as **Lot 7 Edgewater, Phase Two, Crown Point, In 46307.**

The Real Property tax identification number is **Taxing Unit No. 23, Key No. 9-615-2.**

