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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 093635

2007 NOV 28 AM 9:06

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 November 21, 2007. The parties and their addresses are:

MORTGAGOR:

FIESTA MEXICO, INC.
An Indiana Corporation
1 North Court Street
Crown Point, Indiana 46307-3923

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 FEBRUARY 18, 2005 and recorded on MARCH 18, 2005 (Security Instrument). The Security Instrument was recorded in the records of Lake County, Indiana at 2293 NORTH MAIN STREET, CROWN POINT, INDIANA 46307 AS DOCUMENT NUMBER 2005 020673 IN THE ORIGINAL AMOUNT OF \$60,000.00. and covered the following described Property:

PART OF THE SOUTH 28 FEET OF LOT 67 AND 68 IN THE ORIGINAL TOWN (NOW CITY) OF CROWN POINT, AS RECORDED IN DEED RECORD "B", PAGE 121, AND IN PLAT BOOK 1, PAGE 46, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 68; THENCE NORTH ALONG THE WEST LINE OF COURT STREET, 28 FEET; THENCE NORTHWESTERLY PARALLEL TO JOLIET STREET, 58.39 FEET; THENCE SOUTH PARALLEL TO COURT STREET, 28 FEET; THENCE SOUTHEASTERLY ALONG JOLIET STREET, 58.39 FEET TO THE POINT OF BEGINNING

The property is located in Lake County at 1 North Court Street, Crown Point, Indiana 46307-3923.

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

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

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FDG

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 39500, dated November 21, 2007, from Mortgagor to Lender, with a loan amount of \$123,000.00. 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 Mortgagor 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 Mortgagor's principal dwelling that is created by this Security instrument. This Security Instrument will not secure any debt for which a non-possessory, 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 AMOUNT HAS INCREASED FROM \$60,000.00 TO \$123,000.00.

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:

Fiesta Mexico, Inc.

By George Verduzco
George Verduzco, President

LENDER:

CENTIER BANK

By Greg Gordon
Greg Gordon, Vice President



ACKNOWLEDGMENT.

(Business or Entity)

State of IN, County of Lake ss.

Before me, Philip J. Ignarski, a Notary Public this 21 day of November 2007, George Verduzco -

President of Fiesta Mexico, Inc. a Corporation acknowledged the execution of the annexed instrument of the Corporation.

My commission expires:

(Notary Public)

(Notary's County)

Lake



(Lender Acknowledgment)

OF _____ OF _____ ss.

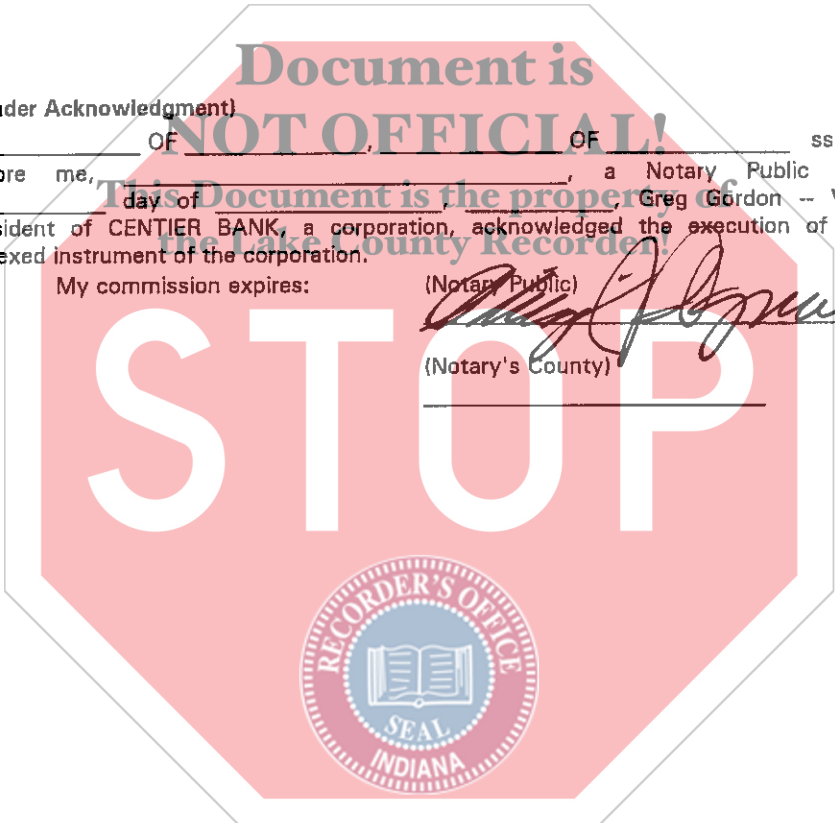
Before me, _____, a Notary Public this _____ day of _____, Greg Gordon -- Vice

President of CENTIER BANK, a corporation, acknowledged the execution of the annexed instrument of the corporation.

My commission expires:

(Notary Public)

(Notary's County)



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.

Name:

Sharon J. [redacted]

This instrument was prepared by

Greg Gordon

