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2007 DEC 11 10:11 AM
MICHAEL J. HARRIS
RECORDER

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

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Document is NOT OFFICIAL!
MODIFICATION OF MORTGAGE

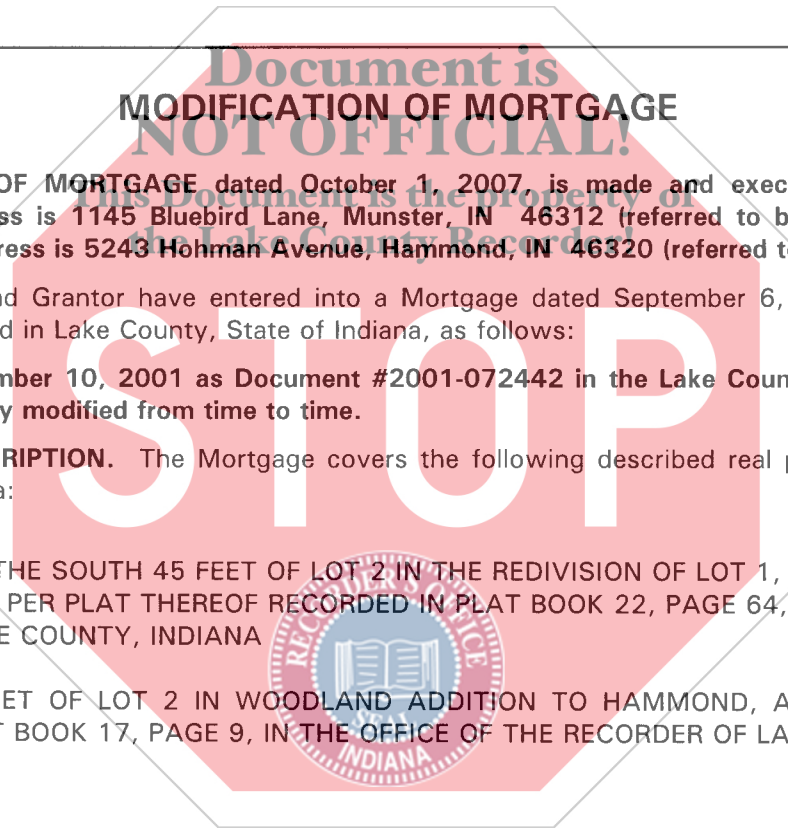
THIS MODIFICATION OF MORTGAGE dated October 1, 2007, is made and executed between Spurlock Holdings, whose address is 1145 Bluebird Lane, Munster, IN 46312 (referred to below as "Grantor") and Harris N.A., whose address is 5243 Hohman Avenue, Hammond, IN 46320 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 6, 2001 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on September 10, 2001 as Document #2001-072442 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:

- PARCEL 1:
LOTS 3, 4, 5 AND THE SOUTH 45 FEET OF LOT 2 IN THE REDIVISION OF LOT 1, WOODLAND ADDITION TO HAMMOND, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 64, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA
- PARCEL 2:
THE NORTH 45 FEET OF LOT 2 IN WOODLAND ADDITION TO HAMMOND, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGE 9, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA



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The Real Property or its address is commonly known as 220 165th Street, Hammond, IN 46324. The Real Property tax identification number is 26-36-0368-0003 & 26-36-0367-0001.

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 October 1, 2007 in the original principal amount of \$213,012.69 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; (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 \$213,012.69; (3) to amend Grantor to read as follows: Spurlock Holdings; (4) 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; and (5) the following paragraphs are hereby added to the Mortgage:

Cross-Collateralization

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Due on Sale - Consent by Lender.

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. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Indiana law.

FUTURE ADVANCES

In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future obligations and advances which Lender may make to Borrower, together with all interest thereon, whether such future obligations and advances arise out of the Note, this Mortgage or otherwise. This Mortgage also secures all modifications, extensions, and renewals of the Note, the Mortgage, or any other amounts expended by Lender on Borrower's behalf as provided for in this Mortgage.

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

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(Continued)**

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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 OCTOBER 1, 2007.


GRANTOR:

SPURLOCK HOLDINGS

**DAVID R. SPURLOCK TRUST DATED JUNE 5, 2002, General Partner of
Spurlock Holdings**

By: 
David R. Spurlock, Trustee of David R. Spurlock Trust dated
June 5, 2002

**MARCIA ANN SPURLOCK TRUST DATED JUNE 5, 2002, General Partner
of Spurlock Holdings**

By: 
Marcia A. Spurlock, Trustee of Marcia Ann Spurlock Trust
dated June 5, 2002

LENDER:

HARRIS N.A.

X 
Authorized Signer



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(Continued)

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PARTNERSHIP ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Porter)

On this 10th day of October, 20 07, before me, the undersigned Notary Public, personally appeared **David R. Spurlock, Trustee of David R. Spurlock Trust dated June 5, 2002; Marcia A. Spurlock, Trustee of Marcia Ann Spurlock Trust dated June 5, 2002**, and known to me to be partners or designated agents of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the partnership.

By Lisa M Bernal Residing at _____

Notary Public in and for the State of _____ My commission expires _____



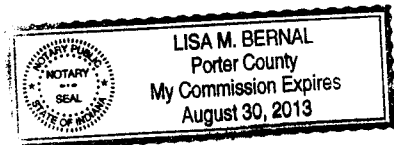
LENDER ACKNOWLEDGMENT
This document is the property of
the Lake County Recorder!

STATE OF Indiana)
) SS
COUNTY OF Porter)

On this 10th day of October, 20 07, before me, the undersigned Notary Public, personally appeared Paul W. Orner 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 Lisa M Bernal Residing at _____

Notary Public in and for the State of _____ My commission expires _____



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(Continued)**

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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 (Lynn T. Smith, Documentation Specialist).

This Modification of Mortgage was prepared by: Lynn T. Smith, Documentation Specialist

