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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 September 18, 2007, is made and executed between Steiner Homes, Ltd., whose address is 40 Warren Drive, Valparaiso, IN 46385 (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 February 16, 2007 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage and an Assignment of Rents recorded on February 23, 2007 as Document #2007015779 and Document #2007015780 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 71, IN STILLWATER, UNIT FIVE, PHASE TWO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 99 PAGE 65, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 1417 Crooked Creek Trail, Crown Point, IN 46307.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

This Modification of Mortgage reflects the following provisions are hereby added or amended:

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04874293  
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→ CT CAROL Stream

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 298756-001

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**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.

**GOVERNING LAW**

This Mortgage will be governed by federal law applicable to Lender, and to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Indiana.

**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 SEPTEMBER 18, 2007.**

MODIFICATION OF MORTGAGE  
(Continued)

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GRANTOR:

STEINER HOMES, LTD.

By: Valerie Steiner  
Valerie Steiner, Secretary/Treasurer of Steiner Homes, Ltd.

LENDER:

HARRIS N.A.

X Scott Caputo  
Authorized Signer

Document is  
CORPORATE ACKNOWLEDGMENT  
NOT OFFICIAL!

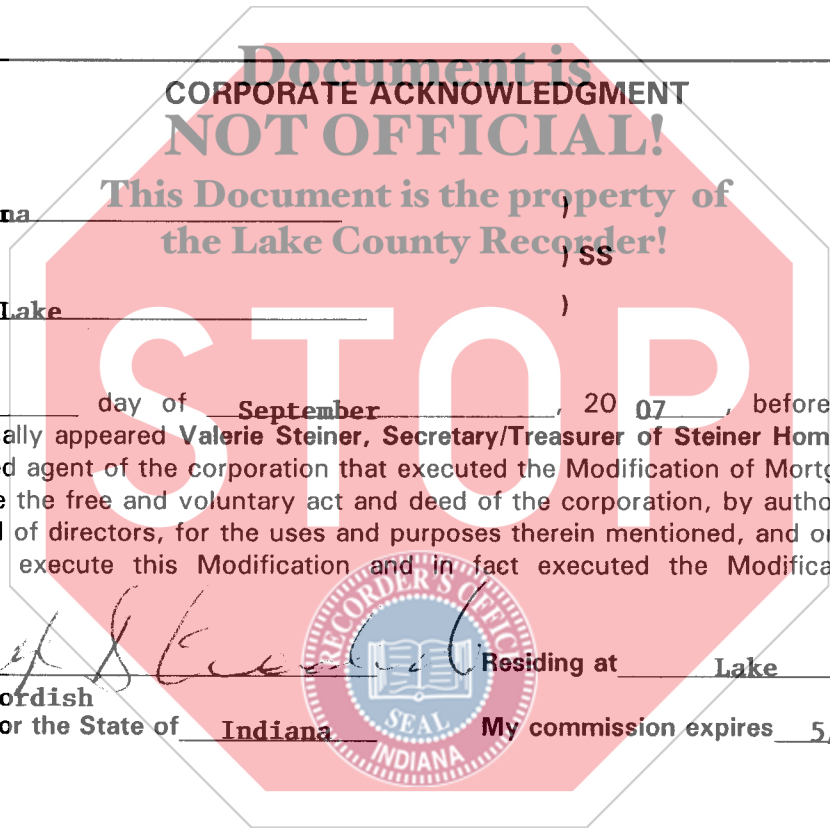
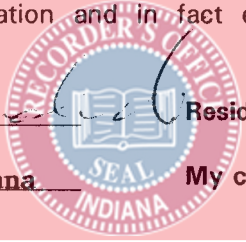
STATE OF Indiana

This Document is the property of  
the Lake County Recorder!

COUNTY OF Lake

On this 18th day of September, 2007, before me, the undersigned Notary Public, personally appeared Valerie Steiner, Secretary/Treasurer of Steiner Homes, Ltd., and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Sheryl D. Gordish Residing at Lake  
Notary Public in and for the State of Indiana My commission expires 5/6/11



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 298756-001

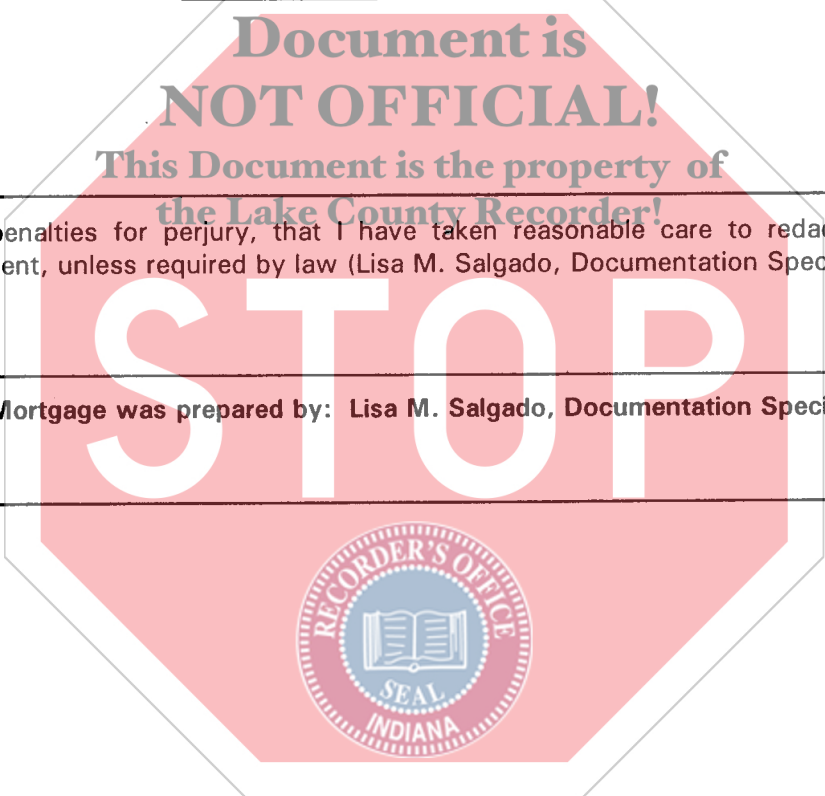
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LENDER ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 18th day of September, 20 07, before me, the undersigned Notary Public, personally appeared Scot Carpenter and known to me to be the Assistant 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 Lake  
Notary Public in and for the State of Indiana My commission expires June 27, 2010



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

**RECORDING PAGE**

