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2007 097614

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 DEC 13 AM 9:23

MICHAEL A. BROWN
RECORDER

Chicago Title Insurance Company

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

626072331

Document is NOT OFFICIAL!
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 23, 2007, is made and executed between Mores LLC, an Indiana limited liability company, whose address is 970 Whitehall Drive, Crown Point, IN 46307 (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 July 9, 2007 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage and an Assignment of Rents recorded on July 31, 2007 as Document #2007-062077 and Document #2007-062078 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 14, IN MILLENIUM PARK, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 96, PAGE 52, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 1155 Millenium Drive, Crown Point, IN 46307.

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

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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 331019

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This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated October 23, 2007 in the original principal amount of \$800,000.00 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; and (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 \$600,000.00.

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 OCTOBER 23, 2007.

GRANTOR:

MORESS LLC

By: 

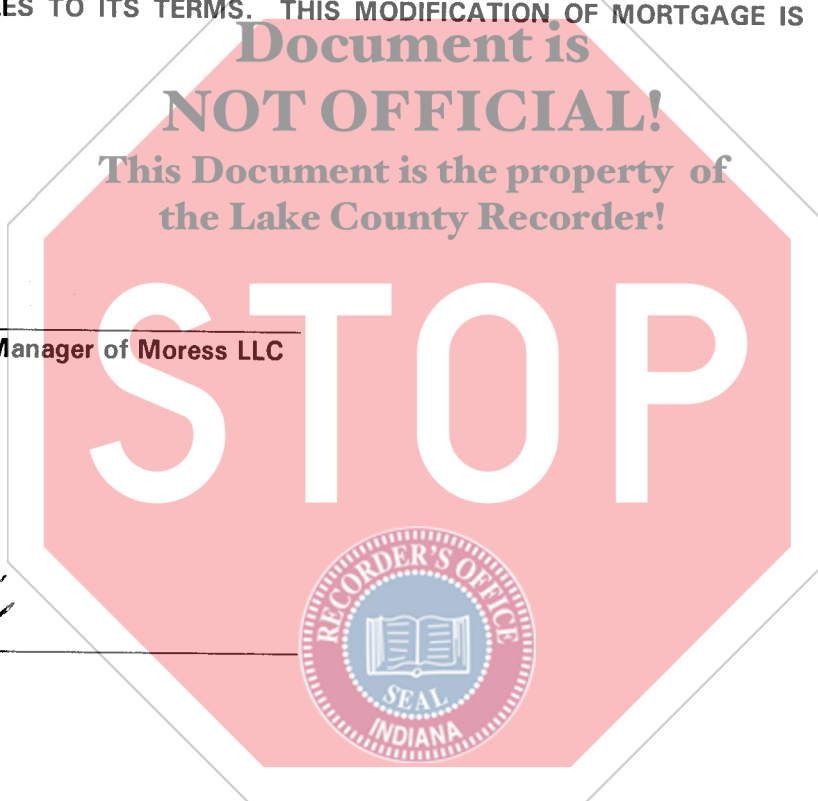
Ronald D. Morris, Manager of Moress LLC

LENDER:

HARRIS N.A.

X 

Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 331019

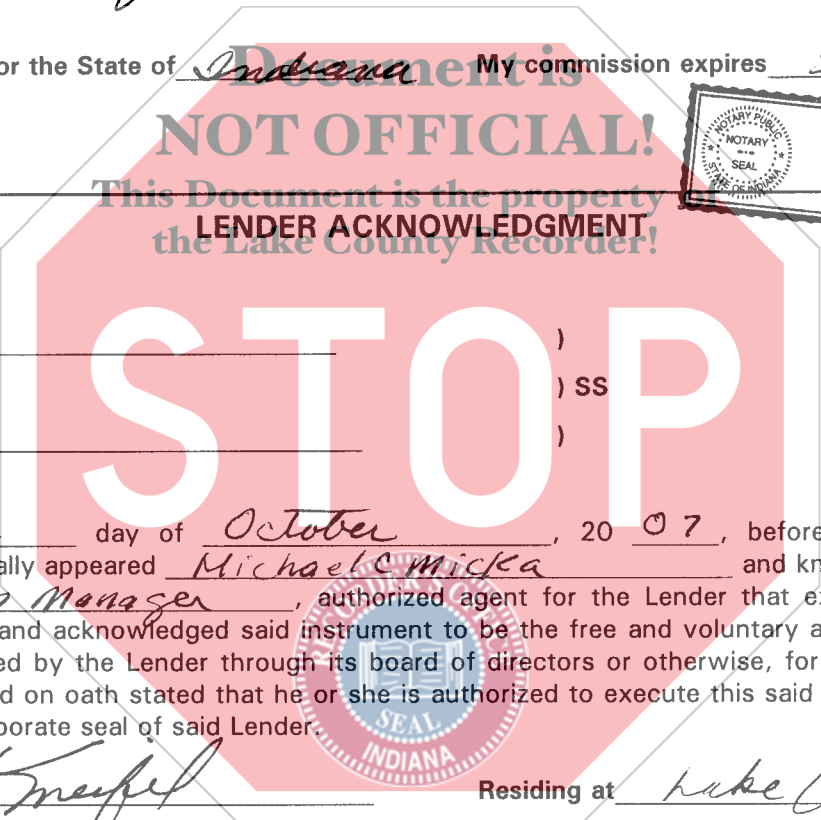
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 23rd day of October, 2007, before me, the undersigned Notary Public, personally appeared **Ronald D. Morris, Manager of Mores LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By Carol Kneifel Residing at Lake County

Notary Public in and for the State of Indiana My commission expires 3/9/15



STATE OF _____)
) SS
COUNTY OF _____)

On this 23rd day of October, 2007, before me, the undersigned Notary Public, personally appeared Michael C Micka and known to me to be the Relationship Manager, 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 Carol Kneifel Residing at Lake County

Notary Public in and for the State of Indiana My commission expires 3/9/15



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.
Barbara Meaquar

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 331019

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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 (Clare Hane, Documentation Specialist).

This Modification of Mortgage was prepared by: Clare Hane, Documentation Specialist

