2007 098400

2007 DLC 18 AH 9: 11
MICHAEL ALBRUWN
RECURDER

br. #215 1077. # 4340 Ln# 215021580-55761

Mortgagor's Name And Address

MEDICAL REALTY ASSOCIATES, LLC 9301 Connecticut, Crown Point, IN 46307

("Mortgagor")

FIRST MIDWEST BANK, successor-in-interest to BANK CALUMET NATIONAL ASSOCIATION 10322 Indianapolis Blvd. Highland, IN 46322

("Mortgagee")

Return to:

FIRST MIDWEST BANK 10322 Indianapolis Blvd. Highland, IN 46322

MORTGAGE MODIFICATION AGREEMENT

Mortgagor, for valuable consideration given by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Real Estate Mortgage, Security Agreement, Collateral Assignment of Rents and Leases, and Fixture Filing dated effective April 13, 2006, recorded May 16, 2006, in the Office of the Recorder of Lake County, Indiana as Document No. 2006 0415562 (herein the "Mortgage"), is hereby further modified as follows (Capitalized terms not otherwise defined in this Mortgage Modification Agreement shall have the same meaning given such terms in the Mortgage):

- 1. Additional Note Secured by Mortgage. The Mortgagor agrees that the Mortgage shall secure the following additional obligation:
 - A. Commercial Promissory Note (Supplemental Line of Credit) dated effective December 6, 2007, executed by Pinnacle Healthcare Associates, LLC in favor of Mortgagee, which note is in the original principal amount of One Million and No/100 Dollars (\$1,000,000.00) and matures on May 1, 2008. This is a line of credit note with a maximum authority of One Million and No/100 Dollars (\$1,000,000.00) issued pursuant to a Second Amendment to Business Loan Agreement. Mortgagee contemplates making future advances to Pinnacle Healthcare Associates, LLC under the Supplemental Line of Credit Note and it is intended by the Mortgagor that each such future loan or advance shall be secured by the Mortgage. The maximum combined principal amount of unpaid loan indebtedness under the Supplemental Line of Credit Note secured under this Mortgage which may be outstanding at any time shall be \$1,000,000.00 exclusive of interest thereon, costs of collection including attorney fees and court costs, and exclusive of unpaid balances of advances made with respect to the Mortgaged Premises for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Mortgaged Premises and all other costs which Mortgage is authorized by the Mortgage to pay on Mortgagor's behalf, or which the Mortgagor is required to pay under the Mortgage, all of which amounts shall also be secured by the Mortgage;

20 054381763

- B. Any renewal, extension, modification, refinancing or replacement of the indebtedness referred to in paragraph A above, and all interest, attorney fees, and costs of collection with respect to any of the above referenced notes and obligations.
- Miscellaneous. The Mortgagor further agrees as follows: 2.
 - All terms and conditions of the Mortgage not expressly amended by this or any other Mortgage Modification Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.
 - This Mortgage Modification Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Indiana.
 - This Mortgage Modification Agreement shall be binding upon the respective heirs, successors, C. administrators and assigns of the Mortgagor.

EXECUTED and delivered in Lake County, Indiana effective the 6th day of December, 2007.

MORTGAGOR:

MEDICAL REALTY ASSOCIATES, LLC, an Indiana limited liability company

Don Burman, its Authorized Representative

This Document is the property of the Lake County Recorder!

STATE OF INDIANA

SS: COUNTY OF LAKE

Before me, a Notary Public in and for the above County and State, personally appeared D. Don Burman, the authorized representative of MEDICAL REALTY ASSOCIATES, LLC, an Indiana limited liability company, who as such acknowledged the execution of the foregoing Mortgage Modification Agreement for and on behalf of said _, 2007. limited liability company this 6th day of December

WITNESS my hand and Notarial seal this 6th day of

My Commission Expires:

10/10/15

Notary Public

A resident of

County, Indiana

Annette Luna

Printed Name of Notary Public



CONSENT BY MORTGAGEE

First Midwest Bank, successor-in-interest to Bank Calumet, N.A., Mortgagee under the above referenced Mortgage hereby consents to the modification thereto as aforesaid.

EXECUTED and delivered in Lake County, Indiana effective the 6th day of December, 2007.	
	MORTGAGEE:
	FIRST MIDWEST BANK, successor-in-interest to BANK CALUMET NATIONAL ASSOCIATION
	By: Martha & Sandorel
	Its: Vice President
THE STATE OF INDIANA)	ss:
THE COUNTY OF LAKE)	
Martha E. Sandoval successor-in-interest to Bank Calumet Natio foregoing Consent for and on behalf of Firs OFFICIAL SEAL ANNETTE LUNA NOTARY PUBLIC - INDIANA LAKE COUNTY My Comm. Expires Oct. 10, 2015 My Commission Expires: 10/10/15 I affirm, under the penalties for perjury, that this document unless required by law.	or said County and State personally appeared the Vice President of First Midwest Bank, and Association, and acknowledged the execution of the above and the Midwest Bank this 6th day of December , 2007. Notary Public, (Typed or printed name) Annette Luna Residing in LAKE County, Indiana This Instrument was prepared by Lewis C. Laderer, Jr. Laderer & Fischer, P.C. 12 West Jefferson Blvd., Suite 310 South Bend, Indiana 46601

LEGAL DESCRIPTION

LOT 1 IN AMERIPLEX AT THE CROSSROADS, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED ON JUNE 17, 2005, AS DOCUMENT NO. 2005-050580, PLAT BOOK 97, PAGE 50, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

