

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 099003

2007 DEC 19 AM 9:02

MICHAEL A. BROWN  
RECORDER

4

**WHEN RECORDED MAIL TO:**

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

**Document is  
NOT OFFICIAL!**  
**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated August 28, 2007, is made and executed between Lakeview Land Company LLC, an Indiana Limited Liability Company whose address is 1098 Laura Court, Hobart, IN 46342 (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 January 24, 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 5, 2007 as Document #2007-009903 and Document #2007-009904 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 NUMBERED 7 AND 8 IN BLOCK "C" AS SHOWN ON THE RECORDED PLAT OF MILLER DUNES ADDITION TO THE CITY OF GARY RECORDED IN PLAT BOOK 22, PAGE 51 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 6540 E. 4th Avenue, Gary, IN 46403. The Real Property tax identification number is 25-46-0036-0007.

22.00  
add  
04874311  
#

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 298528

Page 2

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

**This Modification of Mortgage reflects that the following provision is hereby amended as follows:**

**Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, 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. In all other respects, 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. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in State of Indiana.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Lake County, 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 AUGUST 28, 2007.**

**GRANTOR:**

**LAKEVIEW LAND COMPANY LLC**

By: June A. Barrasas, Member  
**June A. Barrasas, Member of Lakeview Land Company LLC**



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 298528

Page 3

LENDER:

HARRIS N.A.

X [Signature]  
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA

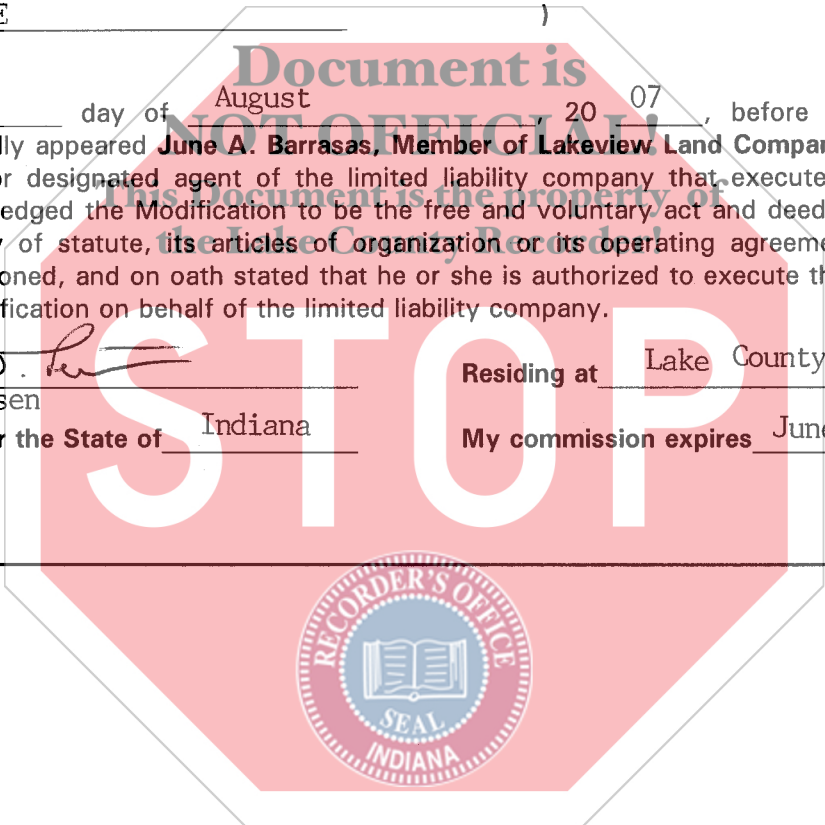
)  
) SS

COUNTY OF LAKE

On this 28th day of August, 2007, before me, the undersigned Notary Public, personally appeared June A. Barrasas, Member of Lakeview Land Company 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 [Signature]  
Peggy D. Petersen  
Notary Public in and for the State of Indiana

Residing at Lake County  
My commission expires June 27, 2010



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 298528

Page 4

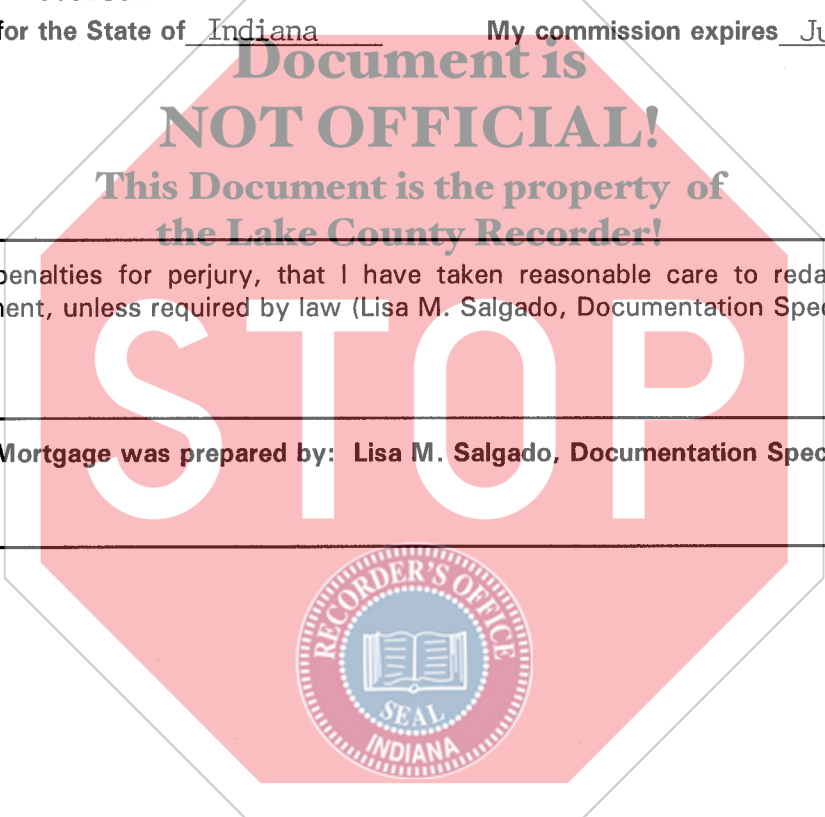
LENDER ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

On this 28th day of August, 20 07, before me, the undersigned Notary Public, personally appeared Scott 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 *Peggy D. Petersen* Residing at Lake County  
Peggy D. Petersen

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