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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 101034

2007 DEC 28 AM 9:14

MICHAEL A. BROWN
RECORDER

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 December 21, 2007, is made and executed between Cafe Borgia Real Estate, LLC, whose address is 1729 Apple Blossom Drive, Munster, IN 46321 (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 August 24, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

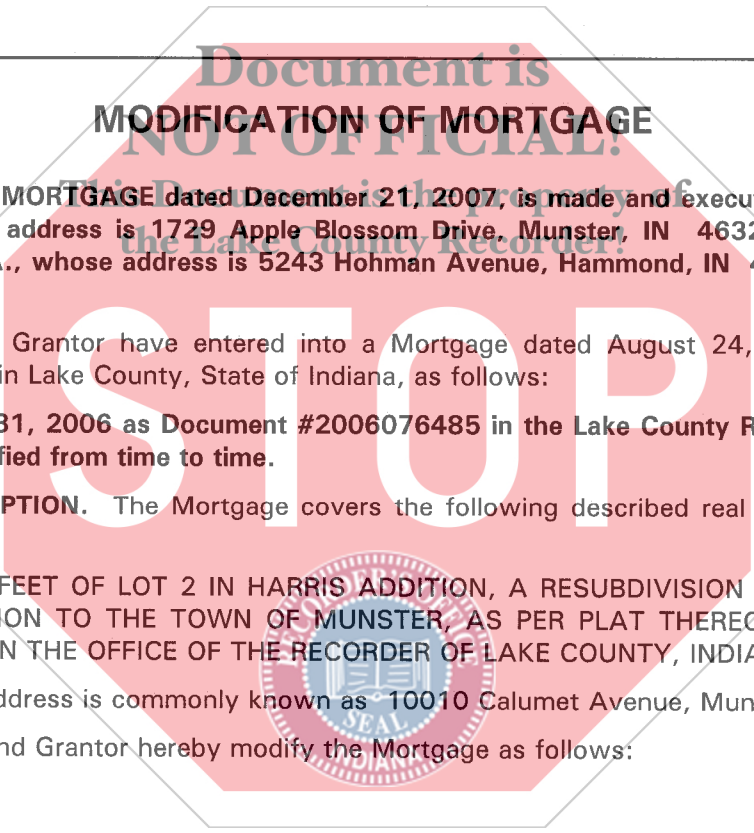
Recorded on August 31, 2006 as Document #2006076485 in the Lake County Recorder's Office, as may be subsequently modified from time to time.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Lake County, State of Indiana:

THE SOUTH 127.85 FEET OF LOT 2 IN HARRIS ADDITION, A RESUBDIVISION OF LAKE COMMERCIAL CENTER AND ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 97, PAGE 94, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 10010 Calumet Avenue, Munster, IN 46321.

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



#22
TI
CWA

#1

TICOR TITLE - HIGHLAND 920066045

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 20047169

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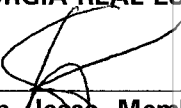
This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated December 15, 2007 in the original principal amount of \$1,154,742.00 to Lender bearing a fixed interest rate together with all renewals of, extensions of, modifications of, 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 \$1,154,742.00; and (3) 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.

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.

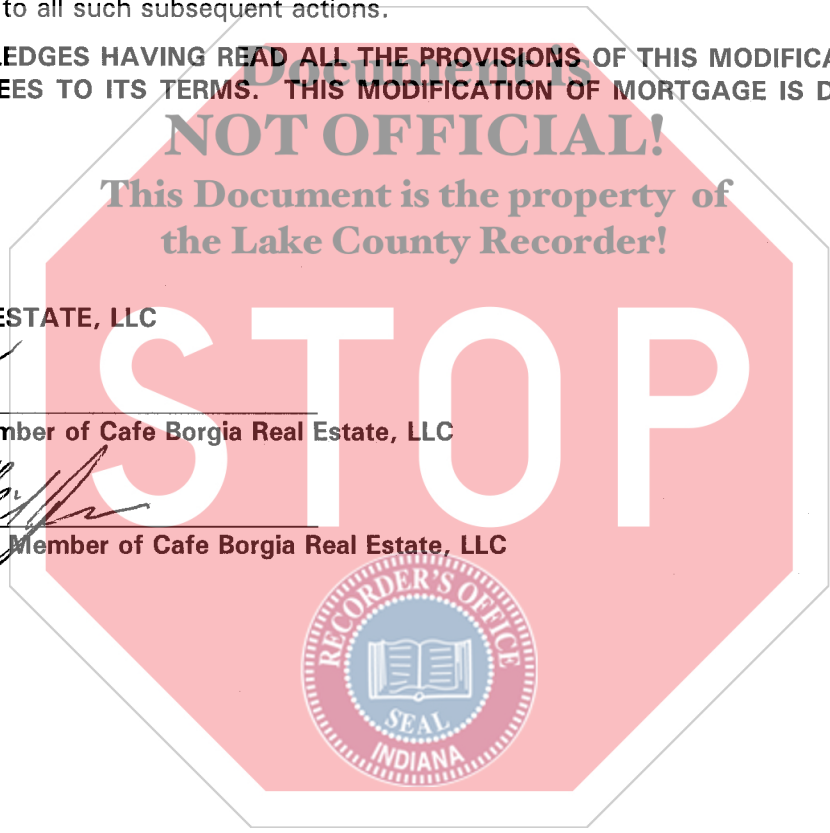
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 21, 2007.

GRANTOR:

CAFE BORGIA REAL ESTATE, LLC

By: 
Karen Jesso, Member of Cafe Borgia Real Estate, LLC

By: 
Michael A. Jesso, Member of Cafe Borgia Real Estate, LLC



INDIAN TITLE - HIGHLAND

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 20047169

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LENDER:

HARRIS N.A.

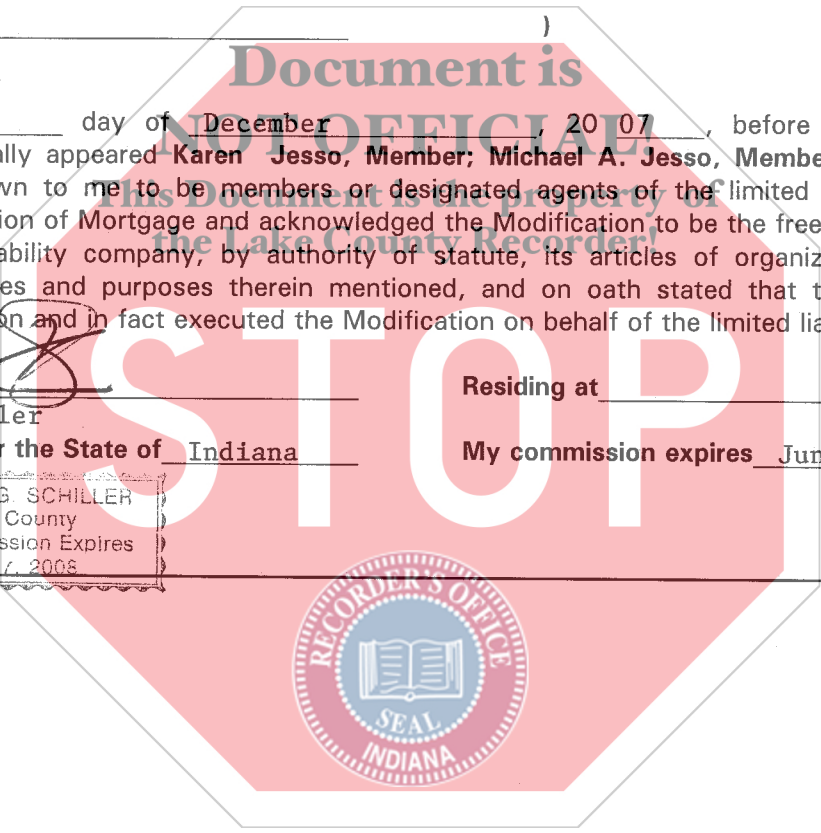
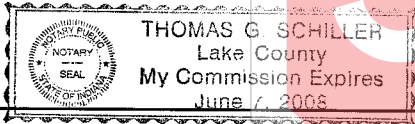
X
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 21st day of December, 2007, before me, the undersigned Notary Public, personally appeared Karen Jesso, Member; Michael A. Jesso, Member of Cafe Borgia Real Estate, LLC, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Thomas G. Schiller Residing at _____
Notary Public in and for the State of Indiana My commission expires June 7, 2008



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 20047169

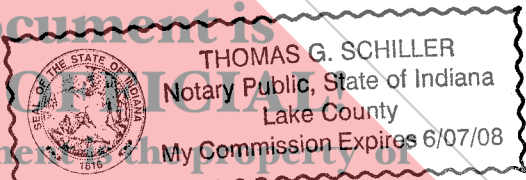
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LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

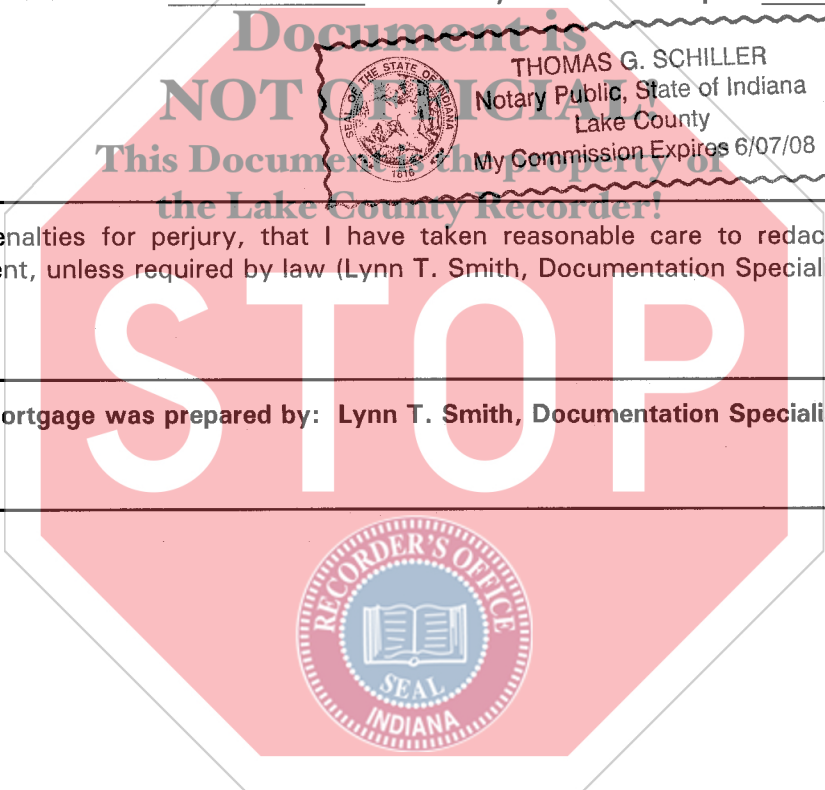
On this 21st day of DECEMBER, 20 07, before me, the undersigned Notary Public, personally appeared PAUL ORNER and known to me to be the VICE PRESIDENT, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and 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 [Signature] Residing at Lake Co.
Notary Public in and for the State of Ind My commission expires 6/7/08



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



RECORDING PAGE

