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2008 MAR 14 PM 2:23

MICHAEL J. BROWN
RECORDER

WHEN RECORDED MAIL TO:

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

²⁰
BUC 05317

**Document is
NOT OFFICIAL
MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated October 31, 2007, is made and executed between Richard J. Newell as Trustee under the provisions of a Trust Agreement dated 3/12/97 known as Trust No. N1417-97, whose address is 1417 Wilderness Drive, Schererville, IN 46375 (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 1, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on March 31, 2006 as Instrument #2006026154 in the Lake County Recorder's Office, as may be subsequently modified from time to time.

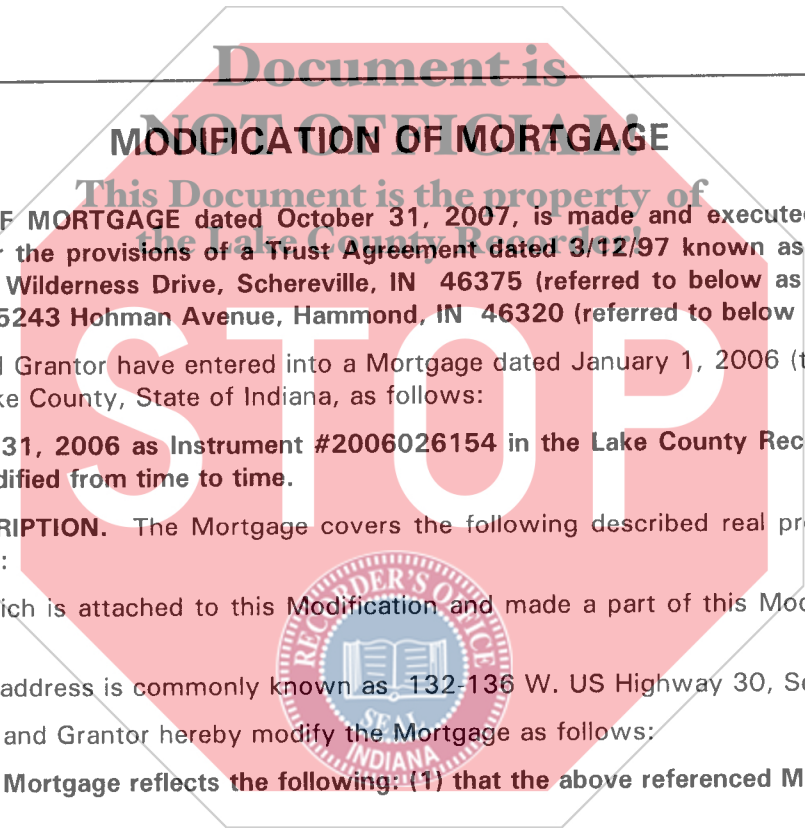
REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Lake County, State of Indiana:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 132-136 W. US Highway 30, Schererville, IN 46375.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a



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OK # 04874687
04874907
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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 20041503

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Promissory Note dated October 31, 2007 in the original principal amount of \$500,000.00 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; (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 \$500,000.00; (3) the following paragraphs are hereby added to the Mortgage:

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;

and (4) the following paragraphs are 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 OCTOBER 31, 2007.

MODIFICATION OF MORTGAGE
(Continued)

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GRANTOR:

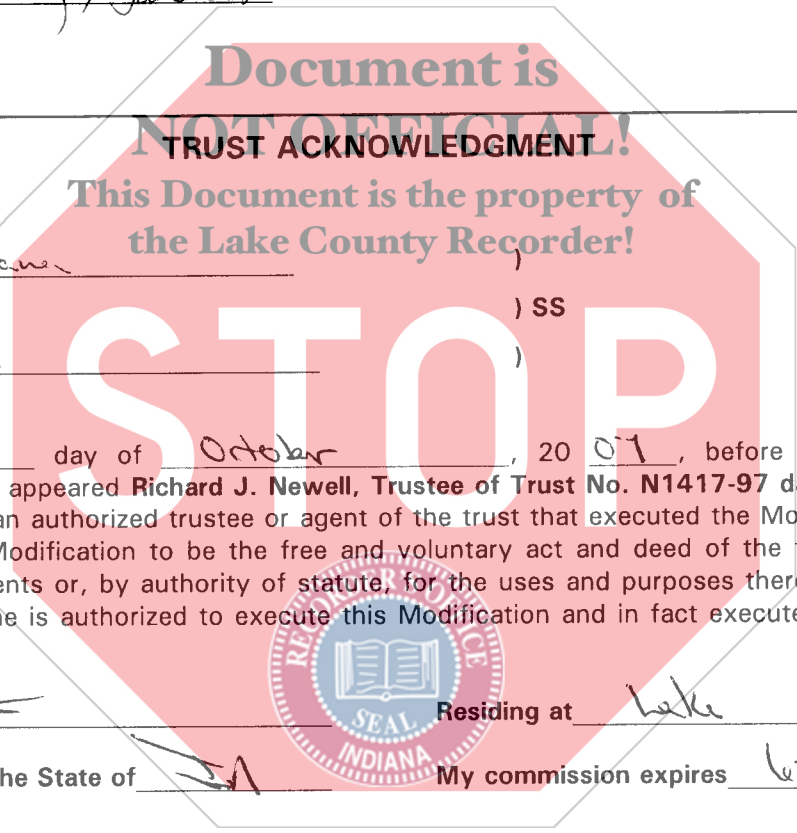
TRUST NO. N1417-97 DATED MARCH 12, 1997

By: [Signature]
Richard J. Newell, Trustee of Trust No. N1417-97 dated March 12, 1997

LENDER:

HARRIS N.A.

X [Signature]
Authorized Signer



STATE OF Indiana

COUNTY OF Lake

On this 31st day of October, 20 07, before me, the undersigned Notary Public, personally appeared **Richard J. Newell, Trustee of Trust No. N1417-97 dated March 12, 1997**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents, by authority of statute, 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 trust.

By [Signature] Residing at Lake

Notary Public in and for the State of IN My commission expires 6-27-2010

MODIFICATION OF MORTGAGE
(Continued)

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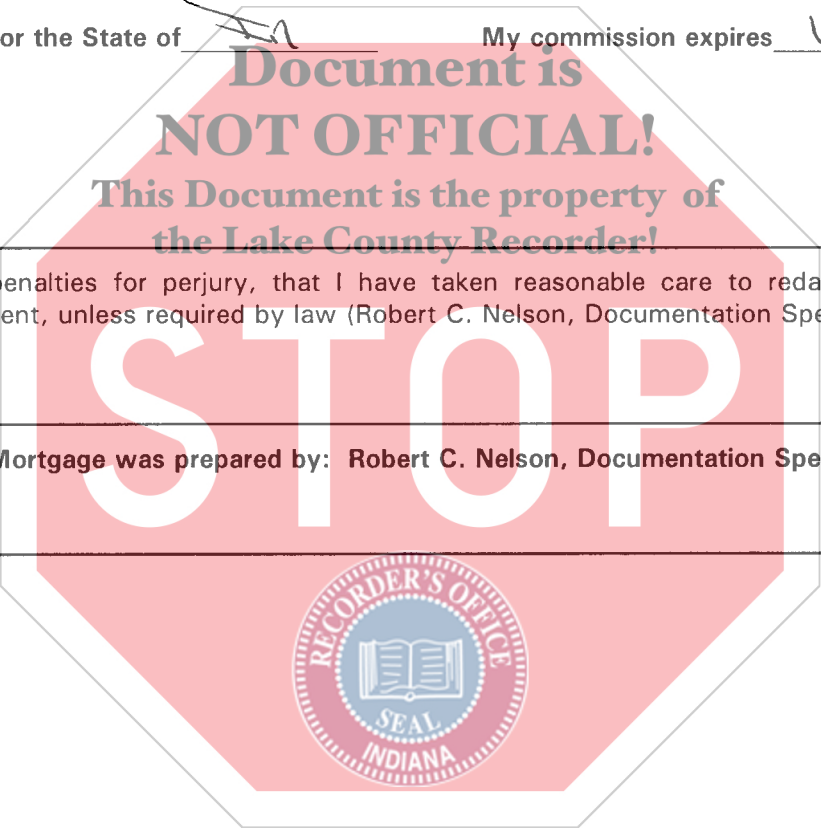
LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 31st day of October, 20 07, before me, the undersigned Notary Public, personally appeared Kathryn Harris 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 IN My commission expires 6-27-2010



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 (Robert C. Nelson, Documentation Specialist).

This Modification of Mortgage was prepared by: Robert C. Nelson, Documentation Specialist