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2008 019067

FILED FOR RECORD
2008 MAR 17 10:16
MICHAEL A. CROWN
RECORDER

Return to: Centier Bank, 600 E. 84th Ave.,
Merrillville, Indiana 46410

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is February 15, 2008. The parties and their addresses are:

MORTGAGOR:

SK DEVELOPMENT, LLC
An Indiana Limited Liability Company
P.O. BOX 397
SCHERERVILLE, Indiana 46375-0397

LENDER:

CENTIER BANK
Organized and existing under the laws of Indiana
600 EAST 84TH AVENUE
MERRILLVILLE, Indiana 46410

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated FEBRUARY 15, 2007 and recorded on MARCH 1, 2007 (Security Instrument). The Security Instrument was recorded in the records of LAKE County, Indiana at 2293 MAIN STREET, CROWN POINT, INDIANA AS DOCUMENT NUMBER 2007 018015 IN THE AMOUNT OF \$100,000.00 and covered the following described Property:

LOT 2 IN AUTUMN CREEK, BLOCK TWO, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 98, PAGE 60, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The property is located in LAKE County at 7434 PERSHING ROAD, SCHERERVILLE, Indiana 46375.

2. MODIFICATION. For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Maximum Obligation Limit. The maximum obligation provision of the Security Instrument is modified to read:

(1) **Maximum Obligation Limit.** The total principal amount secured by this Security Instrument at any one time will not exceed \$299,914.93. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

B. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

CS
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RB

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 45065, dated February 15, 2008, from Mortgageor to Lender, with a loan amount of \$299,914.93 and maturing on May 2, 2008.

(b) All Debts. All present and future debts from Mortgageor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgageor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. WARRANTY OF TITLE. Mortgageor warrants that Mortgageor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgageor also warrants that the Property is unencumbered, except for encumbrances of record.

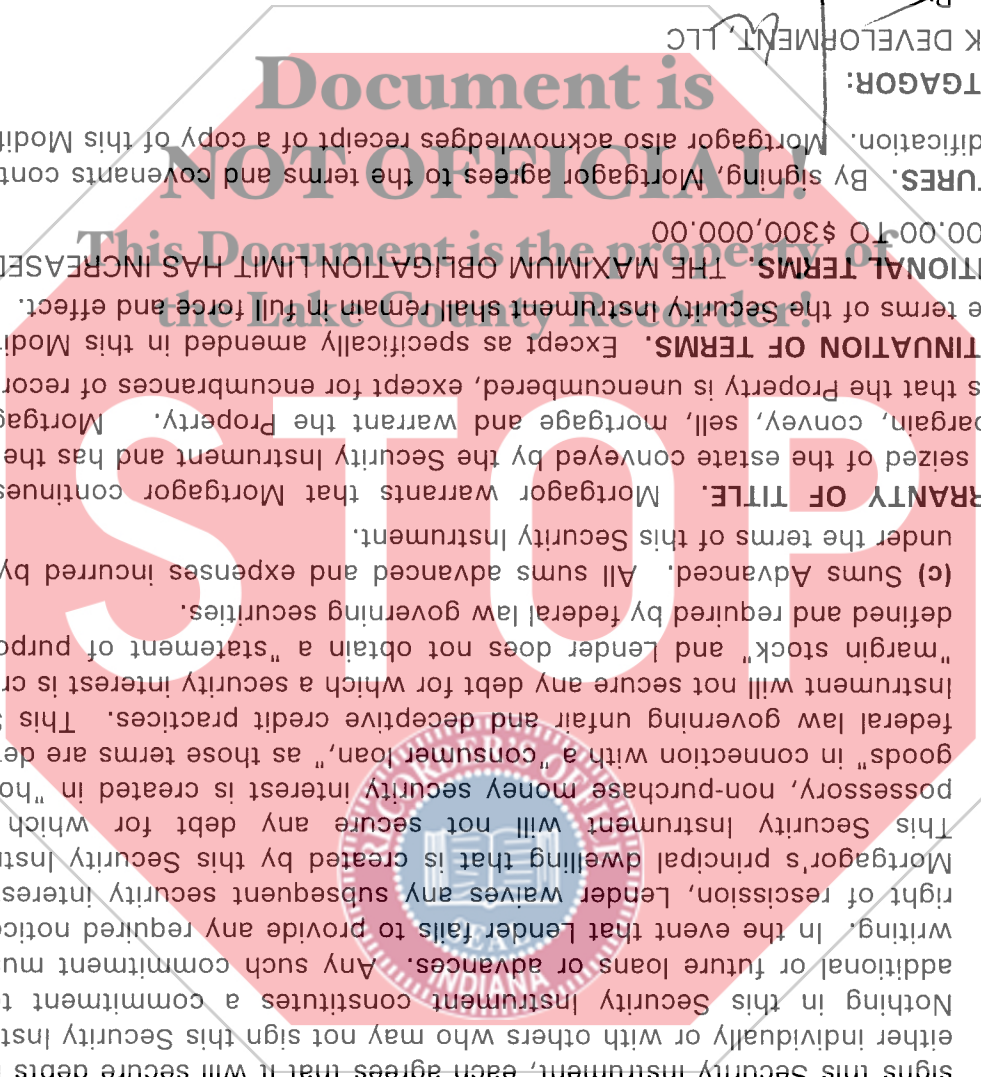
4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

5. ADDITIONAL TERMS. THE MAXIMUM OBLIGATION LIMIT HAS INCREASED FROM \$100,000.00 TO \$300,000.00

SIGNATURES. By signing, Mortgageor agrees to the terms and covenants contained in this Modification. Mortgageor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:
SK DEVELOPMENT, LLC
By
Scott A. Kapers, Sole Member

LENDER:
CENTER BANK
By
Paul Thiel, Vice President



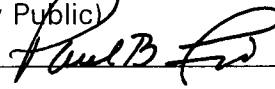
ACKNOWLEDGMENT.

(Business or Entity)

STATE OF INDIANA, COUNTY OF LAKE ss.
Before me, PAUL B. THIEL, a Notary Public this
15TH day of FEBRUARY, 2008, Scott A. Kapers - Sole
Member of SK DEVELOPMENT, LLC a Limited Liability Company acknowledged the
execution of the annexed instrument of the Limited Liability Company.

My commission expires:

(Notary Public)



PAUL B. THIEL
Notary Public, State of Indiana
County of Lake
My Commission Expires Oct. 17, 2008

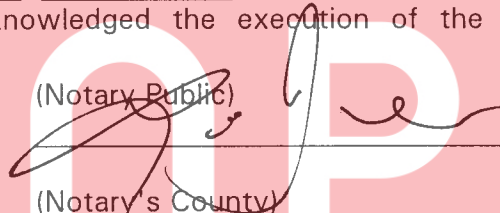
(Notary's County)
LAKE

(Lender Acknowledgment)

STATE OF INDIANA, COUNTY OF LAKE ss.
Before me, LORI DORUSHA, a Notary Public this
15TH day of FEBRUARY, 2008, Paul Thiel -- Vice President
of CENTIER BANK, a corporation, acknowledged the execution of the annexed
instrument of the corporation.

My commission expires:

(Notary Public)



LORI DORUSHA
NOTARY PUBLIC Lake County, Indiana
My Commission Expires December 5, 2008
Resident of Lake County, Indiana

(Notary's County)
LAKE





This instrument was prepared by Paul B. Thiel, Vice President, a Representative of Centier Bank, 600 East 84th Ave., Merrillville, Indiana 46410

PAUL B. THIEL, Vice President, a Representative of Centier Bank

Name: *Paul B. Thiel*

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.