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This document was prepared by and after recording return to:

MICHAEL A. BROWN
RECORDER

FIRST UNITED BANK
20 W. Steger Road
P.O. Box 378
Steger, IL 60475

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT is made this 15th of February, 2008 by and between **SPRING RUN, LLC**, whose address is 3500 Union Avenue, Steger, IL 60475 (herein "**Mortgagor**"), and **FIRST UNITED BANK**, whose address is 20 W. Steger Road, Steger, IL 60475 (herein "**Mortgagee & Lender**")

WHEREAS, to secure repayment of a promissory note dated June 9, 2004 in the principal sum of \$1,700,000.00 (the "**Development Loan Note**"), Borrower executed and delivered to Lender a Mortgage dated June 9, 2004 and recorded on July 2, 2004 as Document No. 2004 056347; (the "**Mortgage**") and by an Assignment of Rents dated June 9, 2004 and recorded on July 2, 2004 as Document No. 2004 056348; (the "**Assignment**") and an Inspection Easement dated June 9, 2004 and recorded on July 2, 2004 as Document No. 2004 056349; (the "**Inspection**"); a First Mortgage Modification Agreement dated June 9, 2005 and recorded on June 17, 2005 as Document No. 2005 050109; a Second Mortgage Modification Agreement dated June 9, 2006 and recorded on June 28, 2006 as Document No. 2006 054987; and a Third Mortgage Modification Agreement dated June 9, 2007 and recorded on July 5, 2007 as Document No. 2007 054337; (the "**Modification Agreement**") all recorded with the Lake County Recorder of Deeds encumbering the property legally described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, Borrower and Lender executed a Loan Modification Agreement of even date herewith which modifies the terms of the Note as follows: **(1) Modify interest rate to 5.50%, fixed;** **(2) Extend maturity date to February 15, 2011,** and **(3) Add prepayment language;** and

WHEREAS, Borrower and Lender desire to modify the terms of the Mortgage to comport with the terms of the Note as so modified.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as though fully set forth. Borrower represents and warrants to Lender that the foregoing recitals are true and correct.

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CK# 201866
VCS

2. The terms of the Mortgage are hereby modified as follows: **The lien of the Mortgage is extended until payment of the Development Loan Note, the Mortgage and other Loan Documents is paid in full.**

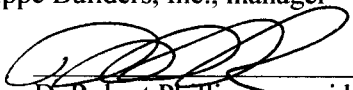
3. Borrower hereby reaffirms all of the terms and provisions of the Mortgage as modified hereby.

IN WITNESS WHEREOF, Borrower has executed this Instrument by its duly authorized representatives on the date first above written.

MORTGAGOR:

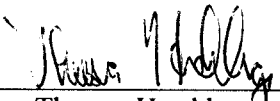
SPRING RUN, LLC, by its manager

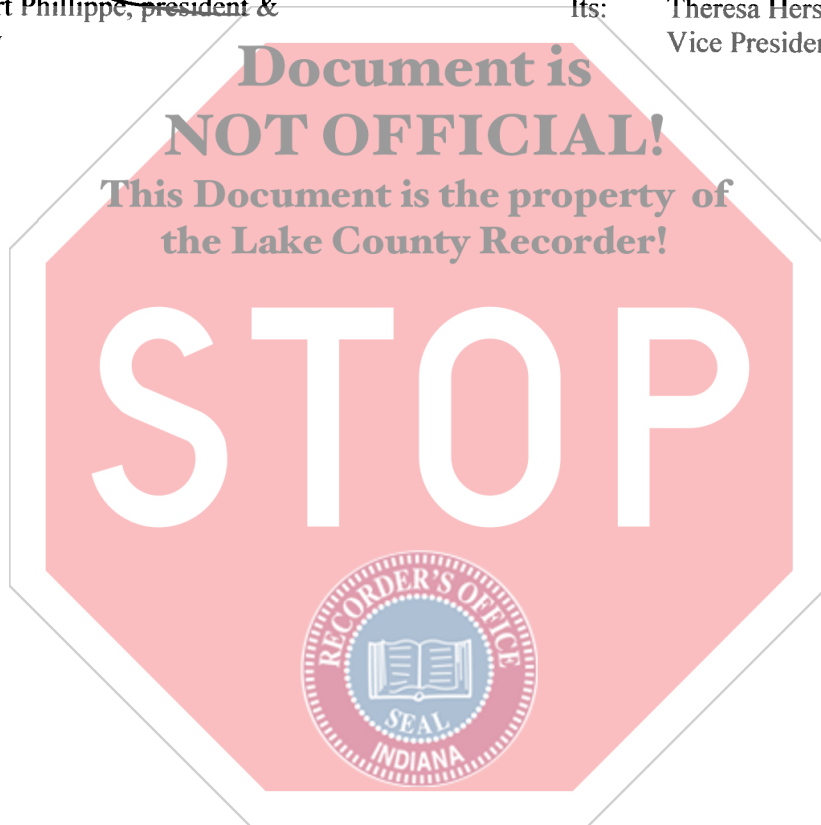
Phillippe Builders, Inc., manager

By: 
Its: D. Robert Phillippe, president &
secretary

LENDER:

FIRST UNITED BANK

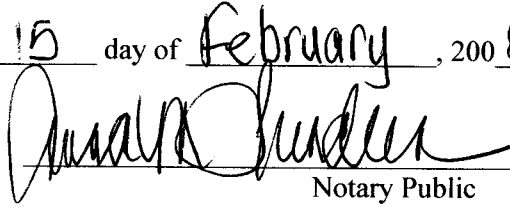
By: 
Its: Theresa Hershberger,
Vice President

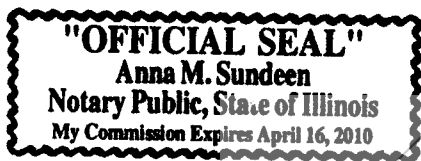


STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY** that **D. Robert Phillippe, President of Phillippe Builders, Inc.**, an Illinois who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such respective officer, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, and as the free and voluntary act of the limited liability company known as Spring Run, LLC, an Indiana limited liability company (on behalf of which he as president of said corporation has executed the foregoing instrument as manager), all for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 15 day of February, 2008.



Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

I, the undersigned, a Notary Public in and for the County and State aforesaid, **DO HEREBY CERTIFY** that **Theresa Hershberger, Vice President of FIRST UNITED BANK**, personally known to me personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as Vice President of said Corporation as his/her free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth. GIVEN under my hand and official seal this 15 day of February, 2008.


Notary Public

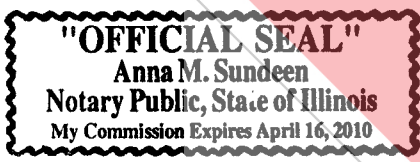


EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

The fractional Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPT the following described parcels:

(Exception A) that part of the fractional Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, commencing at the Northwest corner of said quarter section and running thence East on the North line thereof to the center line of the public highway which crosses the Northwestern portion of said quarter section, thence Southwesterly along the center line of said highway to the West line of said quarter section, thence North to the point of beginning;

(Exception B) that part described in the Warranty Deed from Howard Holtz and Mildred Holtz, his wife, to Leonard M. Allie and Joyce M. Allie, husband and wife, as tenants by the entirety, recorded November 8, 1957, as document 64359, as that part of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, more particularly described as follows: commencing at a point in the center of a public highway, which is 1525.55 feet West of the Northwest corner of the above said Southwest Quarter of Section 19, and running thence Southwesterly along the center line of said highway 128.79 feet to the place of beginning of this description, thence Southwesterly along the center line of said highway 128.79 feet, thence East parallel with the North line of said Southwest Quarter of Section 19, 185 feet, thence Northeasterly parallel with the center line of said highway 128.79 feet, thence West 165 feet to the place of beginning;

(Exception C) that part described in the Warranty Deed from Howard Holtz and Mildred Holtz, husband and wife, to Leonard M. Allie and Phyllis Allie, husband and wife, as tenants by the entirety, recorded April 10, 1964, as document 556450, as part of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, more particularly described as follows: commencing at a point 1360.55 feet West of the Northeast corner of the above said Southwest Quarter of Section 19, and running thence West 165 feet to the center line of a public highway, thence Southwesterly along the center line of said highway 128.79 feet, thence East parallel with the North line of said Southwest Quarter of Section 19, a distance of 165 feet, thence Northeasterly 128.79 feet to the place of beginning, in Lake County Indiana;

(Exception D) that part described in the Warranty Deed from Howard Holtz and Mildred Holtz, his wife, to Clarence E. Wade and Doris E. Wade, husband and wife, as tenants by the entirety, recorded October 13, 1964, as document 588774, as part of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, more particularly described as follows: commencing at the intersection of the North line of said Southwest Quarter and the center line of a public highway which intersection is 1525.55 feet West of the Northeast corner of said Southwest Quarter, thence Southwesterly along the center line of said public highway a distance of 257.58 feet, thence East parallel to the North line of said Southwest Quarter a distance of 165 feet to the place of beginning; thence continue East parallel to the North line of said Southwest Quarter a distance of 145 feet, thence North a distance of 180.78 feet, thence Southwesterly parallel to the center line of said public highway a distance of 232 feet to the place of beginning, in Lake County, Indiana;

(Exception E) that part described in the deed from Howard Holtz and Mildred L. Holtz, husband and wife, to Michael Skvara, Sr. and Mary Anne Skvara, husband and wife, recorded May 25, 1973, as document 203515, as a tract of land in the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, described as beginning at a point on the South line of said Section 19 which point is 1374 feet East of the Southwest corner of said Section 19; thence Northerly on a line which is parallel to the West line of said Section 19 a distance of 1320 feet; thence Easterly on a line which is parallel to the South line of said Section 19 a distance of 660 feet; thence Southerly on a line parallel to the West line of said Section 19 a distance of 1320 feet to the South line of Section 19; thence Westerly on said South line 660 feet to the point of beginning;

(Exception F) that part described in the Warranty Deed from Howard Holtz a/k/a Howard J. Holtz to First National Bank of Crown Point, recorded April 9, 1976, as document 345030, as the South 225 feet of the West 450 feet of the Southwest Quarter of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana;

(Exception G) that part described in the Quit-Claim Deed from Howard J. Holtz and Mildred L. Holtz, husband and wife, to the Board of County Commissioners of Lake County, Indiana, recorded December 16, 1976, as document 384189, as the South 300 feet of the West 510 feet of the Southwest Quarter of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, excepting therefrom the West 450 feet thereof;

(Exception H) that part described in the Warranty Deed from Howard Holtz a/k/a Howard J. Holtz and Mildred L. Holtz, husband and wife, to Marta Mathas and Rebecca L. Mathas, husband and wife, recorded August 27, 1979, as document 646629, as a parcel of land in the Southwest One Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, described as follows: commencing at the Southwest corner of Section 19, thence North 1 degree 27 minutes West, along the West Section line, 1187.68 feet to the point of beginning, thence North 1 degree 27 minutes West, along the West Section line, 260.00 feet, thence North 88 degrees 33 minutes East 335.00 feet, thence South 1 degree 27 minutes East, parallel to the West line, 260.00 feet, thence South 88 degrees 33 minutes West, parallel to the North line, 335.00 feet to the point of beginning;

(Exception I) that part described in the Warranty Deed from Howard Holtz a/k/a Howard J. Holtz and Mildred L. Holtz, husband and wife, to Gilbert V. Carter and Kurt Isay, recorded September 11, 1979, as document 548984, as the North 200 feet of the South 500 feet of the West 1374 feet of the Southwest Quarter of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian; (excepting therefrom the West 510 feet thereof);

(Exception J) that part described in the Warranty Deed from Howard J. Holtz and Mildred L. Holtz, husband and wife, to Gilbert V. Carter and Kurt Isay, recorded April 16, 1982, as document 666690, as the South 300 feet of the West 1,110 feet of the Southwest Quarter of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, excepting therefrom the West 510 feet thereof, in Lake County, Indiana;

(Exception K) that part described in the Warranty Deed from Howard Holtz and Mildred Holtz, husband and wife, to Gilbert V. Carter, as to an undivided one half interest; Kurt Isay, as to an undivided one quarter interest; and Bernard Golner, as to an undivided one quarter interest, recorded August 16, 1982, as document 677792, as the South 300 feet of the West 1,374 feet of the Southwest Quarter of the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, excepting therefrom the West 1,110 feet of the above described parcel of land, all in Lake County, Indiana;

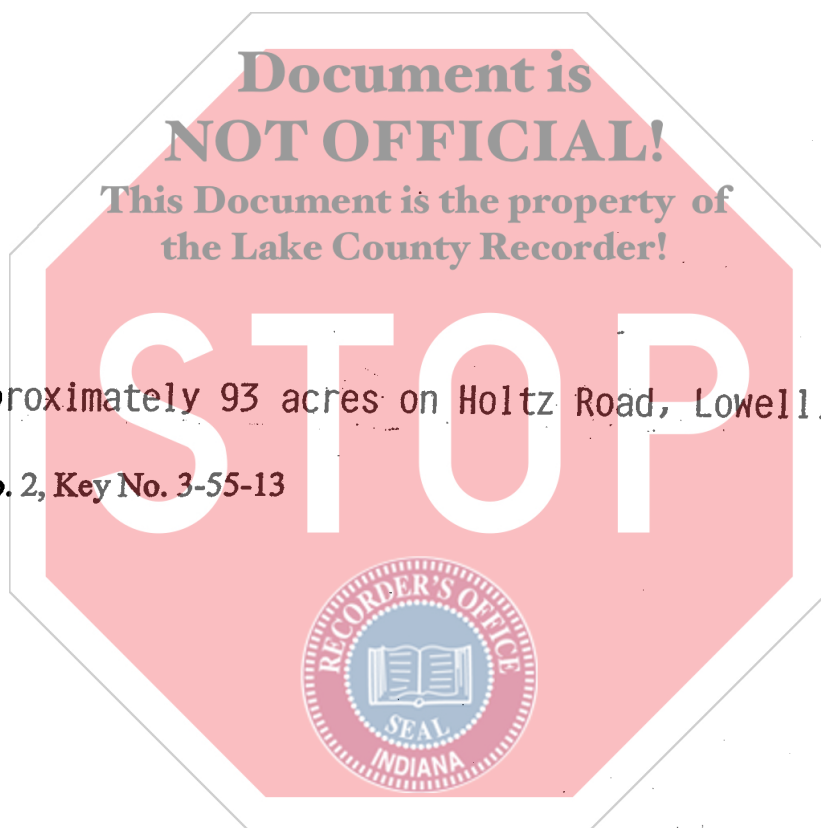
(Exception L) that part described in the Warranty Deed from Howard Holtz a/k/a Howard J. Holz and Mildred Holtz to James R. Pendoski and Joan A. Pendoski, husband and wife, recorded July 3, 1991, as document 91033363, as a parcel of land in the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, described as commencing at a brass plug marking the Southwest corner of Section 19; thence North 1 degree 27 minutes 00 seconds West along the West section line 1447.68 feet to an iron rod being the point of beginning; thence North 1 degree 27 minutes 00 seconds West along the West section line 25.62 feet to an iron rod; thence North 33 degrees 16 minutes 46 seconds East along the centerline of Holtz Road 90.50 feet to an iron rod; thence North 88 degrees 33 minutes 00 seconds East 210.31 feet to an iron rod; thence South 1 degree 27 minutes 00 seconds East parallel with the West section line 100.00 feet to an iron rod; thence South 88 degrees 33 minutes 00 seconds West 261.87 feet to the point of beginning;

(Exception M) that part described in the Quitclaim Deed from Howard Holtz and Mildred L. Holz, husband and wife, to Gregory Nichols, recorded June 28, 1994, as document 94047269, as a parcel of land in the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, described as commencing at a brass plug marking the Southwest corner of said Section 19; thence North 1 degree 27 minutes 00 seconds West, along the West line of said Section 19, 1473.30 feet and to the centerline of Holtz Road; thence North 33 degrees 16 minutes 46 seconds East along said centerline, 651.36 feet to the point of beginning; thence continuing North 33 degrees 16 minutes 46 seconds East along said centerline, 92.61 feet; thence 41.68 feet along said centerline on a curve to the right, said curve having a radius of 985.60 feet and a chord that bears North 34 degrees 29 minutes 29 seconds East, 41.68 feet; thence South 53 degrees 28 minutes 54 seconds East, 490.20 feet; thence South 36 degrees 31 minutes 06 seconds West, 134.11 feet; thence North 53 degrees 28 minutes 54 seconds West, 489.49 feet to the point of beginning;

(Exception N) that part described in the Warranty Deed from Howard Holtz and Mildred Holtz, husband and wife, to Kevin Nichols, recorded December 9, 1988, as document 88098024, as a parcel of land in the Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, described as commencing at a brass plug marking the Southwest corner of Section 19; thence North 1 degree 27 minutes 00 seconds West, along the West line of said Section 19, 1473.30 feet; thence North 33 degrees 16 minutes 46 seconds East along the centerline of Holtz Road, 643.97 feet; thence 99.91 feet along a curve to the right, having a radius of 985.60 feet and a chord that bears North 36 degrees 11 minutes 01 seconds East, 99.67 feet; thence North 39 degrees 05 minutes 06 seconds East, along said centerline, 280.25 feet to the point of beginning; thence continuing North 39 degrees 05 minutes 06 seconds East along said centerline, 170.00 feet; thence South 89 degrees 33 minutes 00 seconds East, 312.60 feet; thence South 39 degrees 05 minutes 16 seconds West parallel with Holtz Road, 365.19 feet; thence North 50 degrees 54 minutes 44 seconds West, 244.18 feet to the point of beginning;

(Exception O) that part described in the Trustee's Deed from Lake County Trust Company, as Trustee under the provisions of a Trust Agreement dated July 2, 2002, and known as Trust No. 5347, to Ken W. Novak, recorded April 28, 2003, as document 2003 042315, as that part of fractional Southwest Quarter of Section 19, Township 33 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at a brass plug marking the Southwest corner of Section 19; thence North 01 degree 27 minutes 00

seconds West 225.11 feet along the West line of said Section 19 to the point of beginning; thence North 01 degrees 27 minutes 00 seconds West 360.00 feet along last said West line; thence North 88 degrees 33 minutes 00 seconds East 190.00 feet; thence South 70 degrees 38 minutes 32 seconds East 278.14 feet to the intersection of the North line of the South 500 feet of said fractional Southwest Quarter with the East line of the West 450 feet of said fractional Southwest Quarter; thence South 89 degrees 40 minutes 34 seconds East 60.03 feet along last said North line to the East line of the West 510 feet of said fractional Southwest Quarter; thence South 01 degree 27 minutes 00 seconds East 200.10 feet along last said East line to the North line of the South 300 feet of said fractional Southwest Quarter; thence North 89 degrees 40 minutes 34 seconds West 60.03 feet along last said South line to the East line of the West 450 feet of said fractional Southwest Quarter; thence South 01 degree 27 minutes 00 seconds East 75.04 feet along last said East line to the North line of the South 225 feet of said fractional Southwest Quarter; thence North 89 degrees 40 minutes 34 seconds West 450.22 feet along last said North line to the point of beginning.



Address: Approximately 93 acres on Holtz Road, Lowell, IN

Taxing Unit No. 2, Key No. 3-55-13

Fubloans/Phil15/Mtg