

Mortgagor's Name and Address PDV CONSTRUCTION LLC

3142 AMBER WAY SCHERERVILLE, IN 46375 ("Mortgagor" whether one or more)

PEOPLES BANK SB 9204 COLUMBIA AVENUE MUNSTER, INDIANA 46321

Return to:
PEOPLES BANK SB
9204 COLUMBIA AVENUE
MUNSTER, INDIANA 4521

("Mortgagee")

MORTGAGE MODIFICATION AGREEMENT

Mortgagor, for valuable consideration given by Mortgagee, the receipt and sufficiency of which is levely acknowledged, does hereby agree that the certain Mortgage dated jANUARY 19, 2007, recorded jANUARY 23, 2007, in the Office of the Recorder of LAKE County, , as Document No. 2007 006174 (herein the "Mortgage"), is hereby amended as follows:

- 1. X Note Modification, Renewal, Replacement or Extension. The promissory note referenced in paragraph on page of the Mortgage in the original principal amount of \$ and dated , (herein the "Note") has been modified as follows:
 - 1.1. Replacement. N/A
 - 1.2. Extension. The maturity date of the Note has been extended to JUNE 1, 20 ld; on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as extended.
 - 1.3. Renewal. The line of credit commitment evidenced by the Note has been renewed for a period. The Note shall remain in full force and shall mature on JUNE 1, 2011, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as renewed.
- 1.4. X Modification. The Note has been modified as follows:

PRINCIPAL BALANCE OF LOAN IS \$264,650.00. THE PAYMENT OF NOTE WILL INCLUDE MONTHLY PRINCIPAL AND INTEREST OF \$1,523.48 BASED ON THIRTY YEAR AMORTIZATION AND AN INTEREST RATE OF 6.75%.
BORROWER AGREES THAT PAYMENT WILL INCLUDE 1/12 OF ANNUAL TAXES AND INSURANCE AMOUNT.

Mortgagor agrees that the Mortgage shall secure the payment of the Note as modified.

\$17

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TICOR TITLE INSURANCE

- 2. Additional Indebtedness Secured by Mortgage. In addition to the obligations referred to in the Mortgage it shall also secure payment of that certain promissory note executed by dated in the original principal amount of \$, which note matures on, together with all advances made from time to time thereunder, and any and all renewals, modifications, replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto.
- 3. Additional Modification. The Mortgage is further modified as follows:
 - 3.1. *Modification to Existing Mortgage Provision.* Paragraph of the Mortgage is amended to provide as follows:

N/A

- 3.2. Addition of Additional Mortgage Provision. The following provision is added to the Mortgage as paragraph:

 N/A
- 3.3. **Deletion of Mortgage Provision.** Paragraph is hereby deleted from the Mortgage. N/A
- 4. *Miscellaneous.* The Mortgagor further agrees as follows:
 - A. All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Amendment Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.
 - B. This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Indiana.
 - C. This Mortgage Amendment Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

EXECUTED and delivered in Lake County, Indiana this 13TH day of JUNE, 2008

PDV CONSTRUCTION LLC

1/

BY:

ODRAG DODIG, MEMBER

RADOSLAV PARAVINJA, MEMBER

STATE OF INDIANA)

) SS:

LAKE COUNTY

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared PDV CONSTRUCTION LLC, and acknowledged the execution of the above and foregoing Mortgage Modification Agreement this 13TH day of JUNE, *Miodrag Dodig and Radoslav Paravinja, Members of

Margaret Travis, Notary Public,

Residing in LAKE County, Indiana
My Commission Expires: DECEMBER 1, 2008

"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." Chris Burk

This instrument was prepared by: MARGARET TRAVIS

This Document is the property of the Lake County Recorder!

