

LAKE COUNTY  
INDIANA  
RECORDER OF DEEDS

2008 061464

2008 JUN 23 11 2: 25

RECORDER

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**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Div. 10  
990 N York Road  
Elmhurst, IL 60126

**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Loan Documentation  
6111 N. River Rd.  
Rosemont, IL 60018

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Document is  
MODIFICATION OF MORTGAGE  
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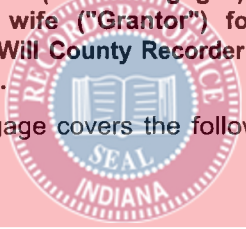


**THIS MODIFICATION OF MORTGAGE** dated July 2, 2008, is made and executed between JAMES F. SUNDERLAND, JR. and JOANNA W. SUNDERLAND, husband and wife, whose address is 8443 BEECH AVE, MUNSTER, IN 46321-1420 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 990 N York Road, Elmhurst, IL 60126 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated February 29, 2008 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Mortgage dated as of February 29, 2008 (the "Mortgage") executed by James F. Sunderland, Jr, and JoAnna W. Sunderland, husband and wife ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded in the office of the Will County Recorder of Deeds (the "Recorder's Office") on March 17, 2008 as document no. 2008018954.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in LAKE



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**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 284195

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County, State of Indiana:

LOT 16, IN MARINERS COVE, AN ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 74 PAGE 85, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AND PART OF THE EAST ONE HALF OF THE EAST ONE HALF OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF RIDGE ROAD, AS MARKED AND LAID OUT 80 FEET WIDE, AT A DISTANCE OF 318.91 FEET, MEASURED SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID RIDGE ROAD, FROM THE INTERESECTION OF THE WEST LINE OF THE EAST ONE HALF OF THE EAST ONE HALF OF SAID SECTION 19 WITH THE NORTHERLY LINE OF RIDGE ROAD; THENCE SOUTHEASTERLY, ALONG THE NORTH LINE OF RIDGE ROAD, 63.0 FEET; THENCE NORTHERLY, ALONG THE POSSESSION LINE BETWEEN THE LANDS FORMERLY OWNED BY WALTER KROOSWYK ON THE WEST AND WIEBREN H. TERPSTRA ON THE EAST, SAID LINE MAKING AN ANGLE OF 78 DEGREES 54 MINUTES WITH THE NORTH LINE OF RIDGE ROAD, MEASURED FROM THE WEST TO NORTH 59.07 FEET TO THE EAST AND WEST, CENTER LINE OF SAID SECTION 19, SAID POINT BEING 57.02 RODS WEST OF THE EAST ONE QUARTER CORNER OF SAID SECTION 19; THENCE CONTINUING NORTH 0 DEGREES 29 MINUTES WEST, ON AFORESAID POSSESION LINE, 74.63 FEET BEING THE POINT OF BEGINNING; THENCE NORTH ALONG AFORESAID POSSESSION LINE 26.3 FEET; THENCE WESTERLY 61.82 FEET (62.65 FEET MEASURED), MAKING AN ANGLE OF 90 DEGREES 5.5 MINUTES SOUTH TO WEST; THENCE SOUTH ALONG THE EAST RIGHT-OF-WAY LINE OF BEECH AVENUE 26.3 FEET; THENCE EASTERLY 61.82 FEET (62.65 FEET MEASURED), MAKING AN ANGLE 90 DEGREES 5.5 MINUTES NORTH TO EAST, TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 8443 BEECH AVENUE, MUNSTER, IN 46321. The Real Property tax identification number is 18-28-0563-0016.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means, individually and collectively, (i) that certain Promissory Note dated as of July 2, 2008 in the original principal amount of \$250,000.00 executed by Borrower and payable to the order of Lender, (ii) that certain Promissory Note dated June 1, 2008 in the original principal amount of \$2,700,000.00 executed by Borrower payable to the order of Lender, and (iii) that certain Promissory Note dated August 30, 2006 in the original principal amount of \$260,000.00 executed by Borrower payable to the order of Lender, all as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$6,420,000.00.

**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**

MODIFICATION OF MORTGAGE  
(Continued)

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AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 2, 2008.

GRANTOR:

X James F. Sunderland, Jr.  
JAMES F. SUNDERLAND, JR.

X Joanna W. Sunderland  
JOANNA W. SUNDERLAND

LENDER:

MB FINANCIAL BANK, N.A.

X Allyh Cingiz  
Authorized Signer



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INDIVIDUAL ACKNOWLEDGMENT

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the Lake County Recorder

STATE OF Illinois

COUNTY OF DuPage



On this day before me, the undersigned Notary Public, personally appeared **JAMES F. SUNDERLAND, JR.** and **JOANNA W. SUNDERLAND**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 2nd day of July, 2008.

By [Signature] Residing at Elmhurst IL 60126

Notary Public in and for the State of Illinois My commission expires 9/20/10



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 284195

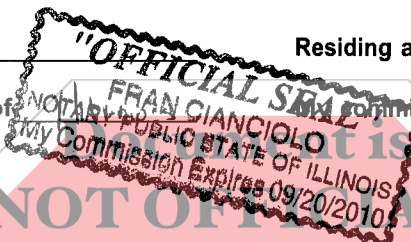
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LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF DUPAGE )

On this 2nd day of July, 20 08, before me, the undersigned Notary Public, personally appeared Steve Clayton and known to me to be the SVR, 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 Elmhurst IL 60126  
Notary Public in and for the State of Illinois My commission expires 7/20/10



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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 (N. SANTIAGO/LN #284195/LR #45359).

This Modification of Mortgage was prepared by: N. SANTIAGO/LN #284195/LR #45359

