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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2008 065572

2008 SEP 18 AM 10:36

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

MICHAEL A. BROWN
RECORDER

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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is July 24, 2008. The parties and their addresses are:

MORTGAGOR:

FOUNTAIN PARK INVESTMENTS LLC
An Indiana Limited Liability Company
9616 Indianapolis Boulevard
Highland, Indiana 46322-2655

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 OCTOBER 3, 2007 and recorded on OCTOBER 11, 2007 (Security Instrument). The Security Instrument was recorded in the records of LAKE County, Indiana at 2293 NORTH MAIN STREET, CROWN POINT, IN AS DOCUMENT NUMBER 2007 081341 IN THE ORIGINAL AMOUNT OF \$1,500,000.00, and covered the following described Property:

LOTS NUMBERED 1, 2, 3 IN RE-SUBDIVISION OF LOT 5, AND PART OF LOT 8 IN FOUNTAIN PARK SUBDIVISION, AN ADDITION TO THE TOWN OF SCHERERVILLE, RECORDED IN PLAT BOOK 96, PAGE 96, LAKE COUNTY, INDIANA.

The property is located in LAKE County at 1500-1550 EAGLE RIDGE DRIVE, 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. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(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. 50165, dated July 24, 2008, from Mortgagor to Lender, with a loan amount of \$1,999,414.88 and maturing on July 24, 2011.

HOLD FOR MERIDIAN TITLE CORP - 818941

HOLD FOR MERIDIAN TITLE CORP

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(b) All Debts. All present and future debts from Mortgagor 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 Mortgagor'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. Mortgagor warrants that Mortgagor 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. Mortgagor 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 ORIGINAL MAXIMUM OBLIGATION LIMIT HAS INCREASED FROM \$1,500,000.00 TO \$1,999,414.88.

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

MORTGAGOR:

Fountain Park Investments LLC

By David VanDyke
David VanDyke, Manager

LENDER:

CENTIER BANK

By Thomas Neuffer
Thomas Neuffer, Vice President



ACKNOWLEDGMENT.

(Business or Entity)

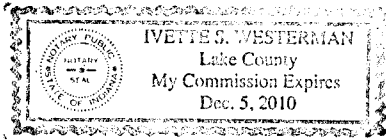
State OF Indiana, County OF Lake ss.
Before me, Ivette S. Westerman, a Notary Public this
24th day of July, 2008, David VanDyke - Manager
of Fountain Park Investments LLC a Limited Liability Company acknowledged the
execution of the annexed instrument of the Limited Liability Company.

My commission expires: 12/5/10

(Notary Public)
Ivette S. Westerman

(Notary's County)

Lake



(Lender Acknowledgment)

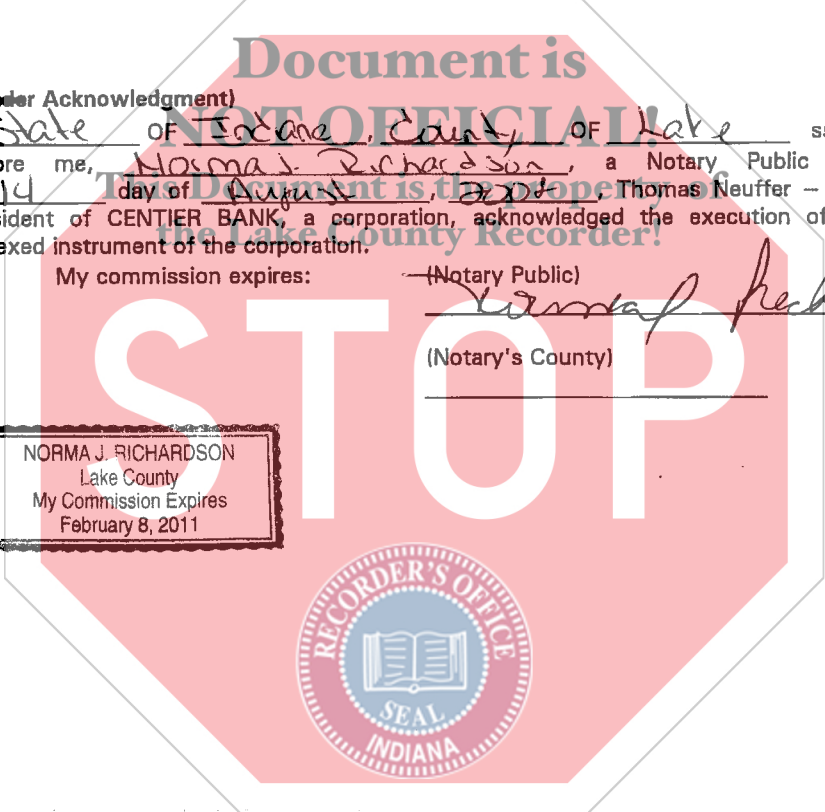
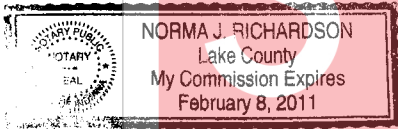
State OF Indiana, County OF Lake ss.
Before me, Norma J. Richardson, a Notary Public this
14 day of August, 2008, Thomas Neuffer - Vice
President of CENTIER BANK, a corporation, acknowledged the execution of the
annexed instrument of the corporation.

My commission expires:

(Notary Public)

Norma J. Richardson

(Notary's County)



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.

Name: Erette S. Westerman
Printed Name: Erette S. Westerman

This instrument was prepared by Thomas D. Neuffer, Vice President, Centier Bank, Highland, Indiana 46322

