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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 020930

2009 APR -1 AM 9:28

MICHAEL A. BROWN
RECORDER

RECORDATION REQUESTED BY:

Great Lakes Bank, NA
LANSING BRANCH
13057 S WESTERN AVE
BLUE ISLAND, IL 60406

WHEN RECORDED MAIL TO:

GLFR-Cred Admin
11346 S. Cicero Avenue
Alsip, IL 60803

Chicago Title Insurance Company **MODIFICATION OF MORTGAGE** 620082938CM

THIS MODIFICATION OF MORTGAGE dated March 25, 2009, is made and executed between **INVERNESS INVESTMENTS LLC**, whose address is 211 INVERNESS LANE, SCHERERVILLE, IN 46375 (referred to below as "Grantor") and **Great Lakes Bank, NA**, whose address is 13057 S WESTERN AVE, BLUE ISLAND, IL 60406 (referred to below as "Lender").

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

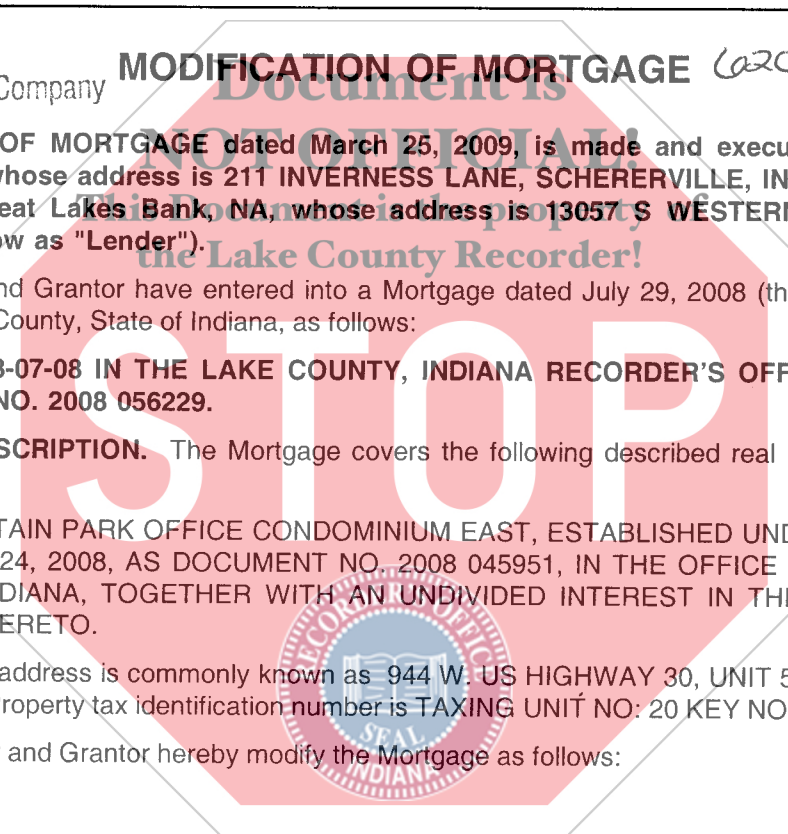
RECORDED ON 08-07-08 IN THE LAKE COUNTY, INDIANA RECORDER'S OFFICE AS DOCUMENT NO. 2008 056228 AND NO. 2008 056229.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in LAKE County, State of Indiana:

UNIT 944 IN FOUNTAIN PARK OFFICE CONDOMINIUM EAST, ESTABLISHED UNDER THE DECLARATION RECORDED JUNE 24, 2008, AS DOCUMENT NO. 2008 045951, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS APPERTAINING THERETO.

The Real Property or its address is commonly known as 944 W. US HIGHWAY 30, UNIT 5-6, SCHERERVILLE, IN 46375-1551. The Real Property tax identification number is TAXING UNIT NO: 20 KEY NO: 13-845-4.

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



24CT
JB

**MODIFICATION OF MORTGAGE
(Continued)**

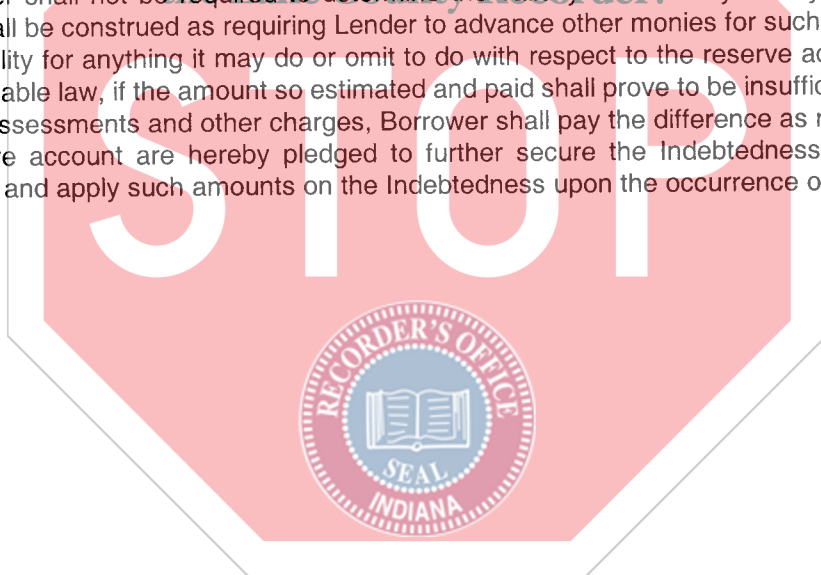
Loan No: 200804581

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CHANGE LIEN AMOUNT TO \$290,000.00
CHANGE LOAN NUMBER TO #200804581.

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.

TAX AND INSURANCE RESERVES.. Borrower agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes and insurance premiums, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes and insurance premiums one month prior to the date the taxes and insurance premiums become delinquent. Borrower shall further pay a monthly pro-rata share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Borrower shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Note is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Borrower, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, insurance premiums, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Note shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, insurance premiums, assessments and other charges, Borrower shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an event of default as described below.



MODIFICATION OF MORTGAGE
(Continued)


Loan No: 200804581


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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 25, 2009.

GRANTOR:

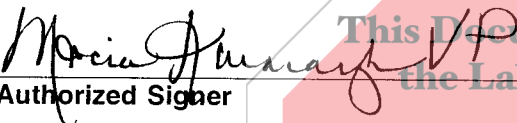
INVERNESS INVESTMENTS LLC

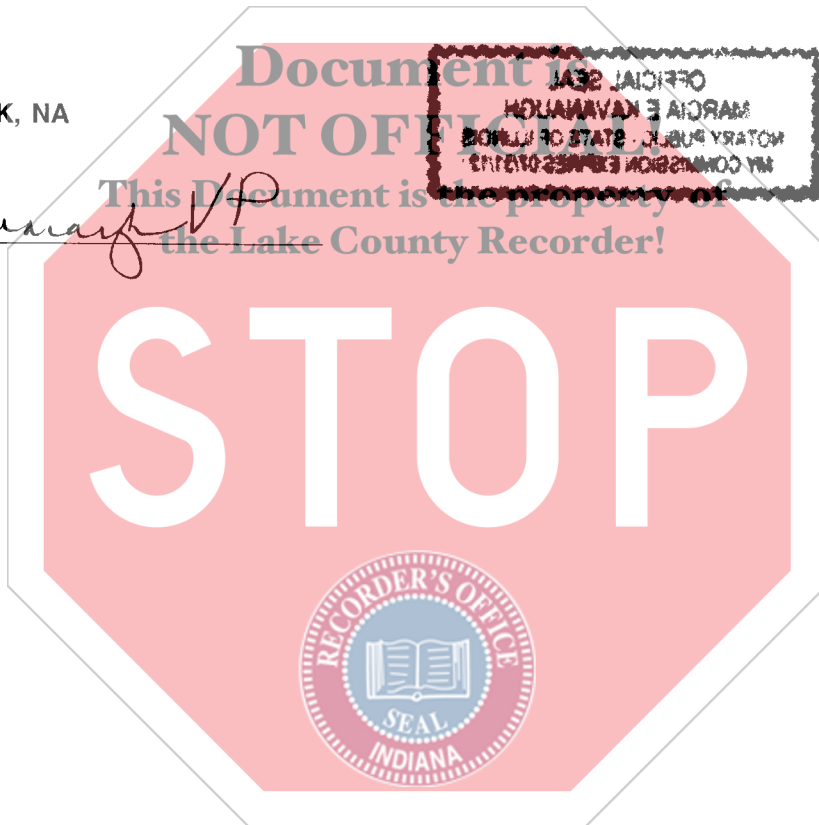
By: 
JOHN R. SUTORIUS, Member/Manager of INVERNESS INVESTMENTS LLC

By: 
JANET R. SUTORIUS, Member/Manager of INVERNESS INVESTMENTS LLC

LENDER:

GREAT LAKES BANK, NA

x 
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

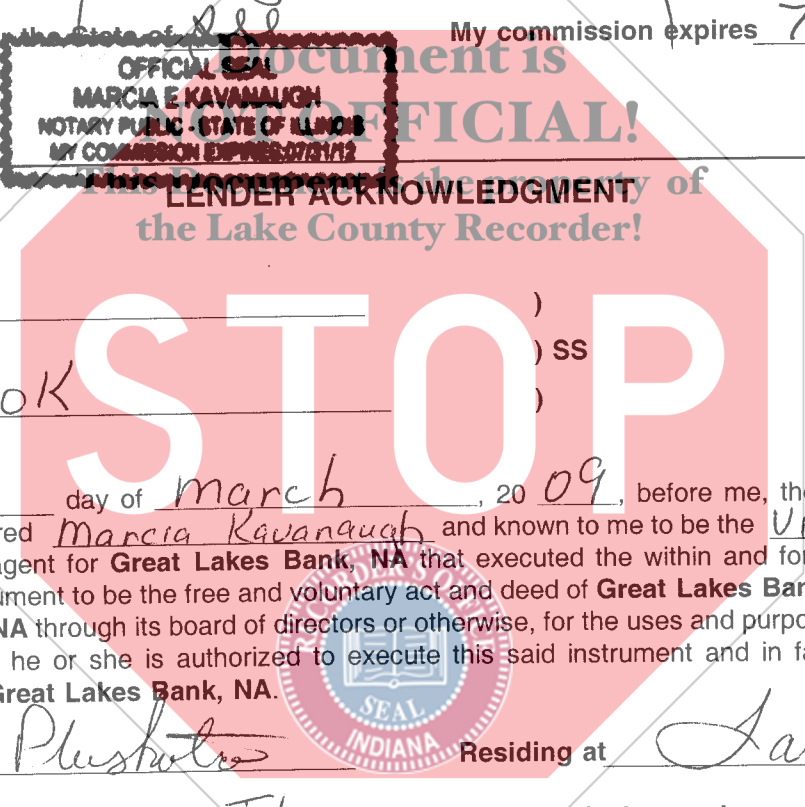
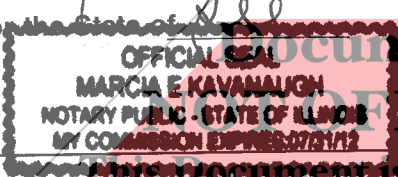
Loan No: 200804581

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 25th day of March, 20 09, before me, the undersigned Notary Public, personally appeared **JOHN R. SUTORIUS, Member/Manager of INVERNESS INVESTMENTS LLC and JANET R. SUTORIUS, Member/Manager of INVERNESS INVESTMENTS LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Marcia E Kavanagh Residing at Lenox Hill
Notary Public in and for the State of Ill My commission expires 7-31-12



STATE OF IL)
) SS
COUNTY OF COOK)

On this 25th day of March, 20 09, before me, the undersigned Notary Public, personally appeared Marcia Kavanagh and known to me to be the Vice President, authorized agent for **Great Lakes Bank, NA** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Great Lakes Bank, NA**, duly authorized by **Great Lakes Bank, NA** 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 in fact executed this said instrument on behalf of **Great Lakes Bank, NA**.

By Laura Pluskota Residing at Jansie
Notary Public in and for the State of IL My commission expires 5-29-2012



**MODIFICATION OF MORTGAGE
(Continued)**

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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 (BONNIE GARZA, LOAN OPERATIONS SPECIALIST).

This Modification of Mortgage was prepared by: BONNIE GARZA, LOAN OPERATIONS SPECIALIST

