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2009 025298

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2009 APR 21 AM 9:11

MICHAEL A. BROWN  
RECORDER

WHEN RECORDED MAIL TO:  
BankFinancial, F.S.B.  
15W060 North Frontage Road  
Burr Ridge, IL 60527

Chicago Title Insurance Company

620045229CM

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 1, 2008, is made and executed between Dean's Properties, LLC, an Indiana Domestic Limited Liability Company, whose address is 238 Kennedy Avenue, Schererville, IN 46375 (referred to below as "Grantor") and BankFinancial, F.S.B., whose address is 15W060 North Frontage Road, Burr Ridge, IL 60527 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 1, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

**MORTGAGE DATED MAY 1, 2006 AND RECORDED MAY 19, 2006 IN THE LAKE COUNTY RECORDER'S OFFICE AS DOCUMENT NUMBER 2006042522 .**

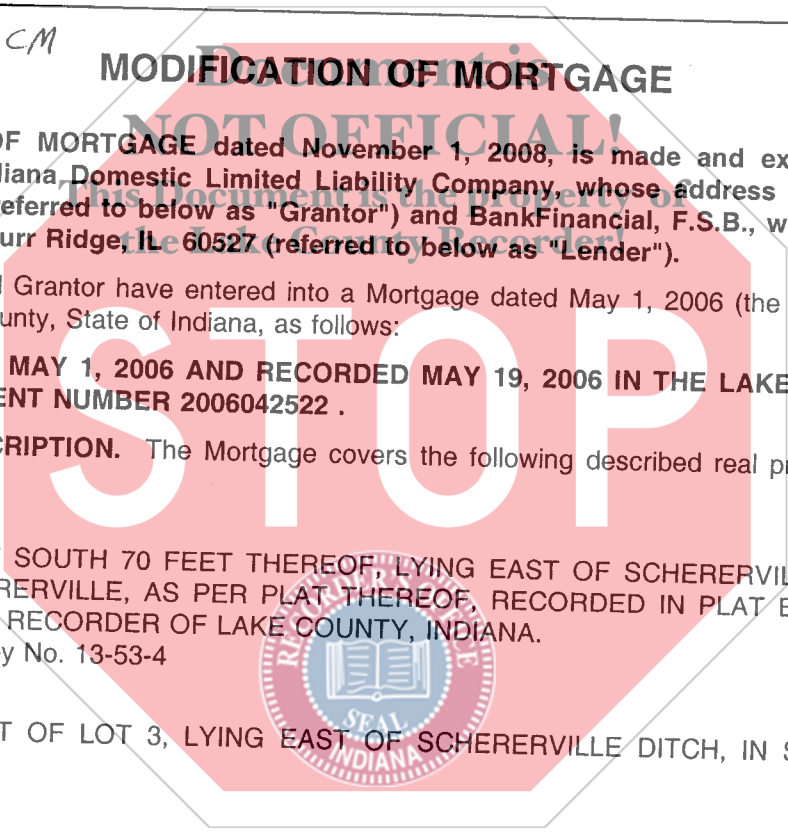
**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Lake County, State of Indiana:

PARCEL 1:

LOT 3, EXCEPT THE SOUTH 70 FEET THEREOF, LYING EAST OF SCHERERVILLE DITCH, IN SWETS ADDITION TO SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 19 PAGE 24, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.  
Taxing Unit No. 20 Key No. 13-53-4

PARCEL 2:

THE SOUTH 70 FEET OF LOT 3, LYING EAST OF SCHERERVILLE DITCH, IN SWETS ADDITION TO



2100  
CT  
RM

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 01902018455

Page 2

SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 19 PAGE 24, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Taxing Unit No. 20 Key No. 13-53-18

PARCEL 3:

THE NORTH HALF OF LOT 2, SWETS ADDITION TO SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 19, PAGE 24, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Taxing Unit No. 20 Key No. 13-53-3

PARCEL 4:

THE SOUTH HALF OF LOT 2, SWETS ADDITION TO SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 19, PAGE 24, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Taxing Unit No. 20 Key No. 1353-16

The Real Property or its address is commonly known as 232, 238, 240, 248 Kennedy Ave., Schererville, IN 46375. The Real Property tax identification number is Taxing Unit No. 20 Key No. 13-53-4; Taxing Unit No. 20 Key No. 13-53-18; Taxing Unit No. 20 Key No. 13-53-3 and Taxing Unit No. 20 Key No. 1353-16.

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

**MATURITY DATE.**

THE MATURITY DATE OF THE NOTE IS HEREBY EXTENDED FROM NOVEMBER 1, 2008 TO DECEMBER 1, 2010.

**INTEREST RATE.**

THE INTEREST RATE IS HEREBY CHANGED FROM A RATE OF PRIME (5.00%) BASED ON THE CHANGES IN AN INDEPENDENT INDEX WHICH IS THE PRIME RATE AS PUBLISHED IN THE UNITED STATES MIDWEST EDITION OF THE WALL STREET JOURNAL FROM TIME TO TIME TO A FIXED RATE OF 6.375% PER ANNUM.

**PAYMENT.**

Borrower will pay this loan in 24 regular payments of \$585.75 each and one irregular last payment estimated at \$79,348.47. Borrower's first payment is due December 1, 2008, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on December 1, 2010, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

**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.

**ADDITIONAL RESTRICTIONS ON TRANSFER.** It shall be an immediate Event of Default hereunder if, without the prior written consent of Lender, Grantor shall contract for, commit to or permit any conveyance, sale assignment, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Real Property or any portion thereof. Lender may condition any consent upon such terms and conditions as it may require in its absolute

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 01902018455

discretion including, without limitation, an increase in the interest rate under the Note, the payment of a fee and the execution of a subordination agreement acceptable to Lender.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 1, 2008.

GRANTOR:

DEAN'S PROPERTIES, LLC, AN INDIANA LIMITED LIABILITY COMPANY

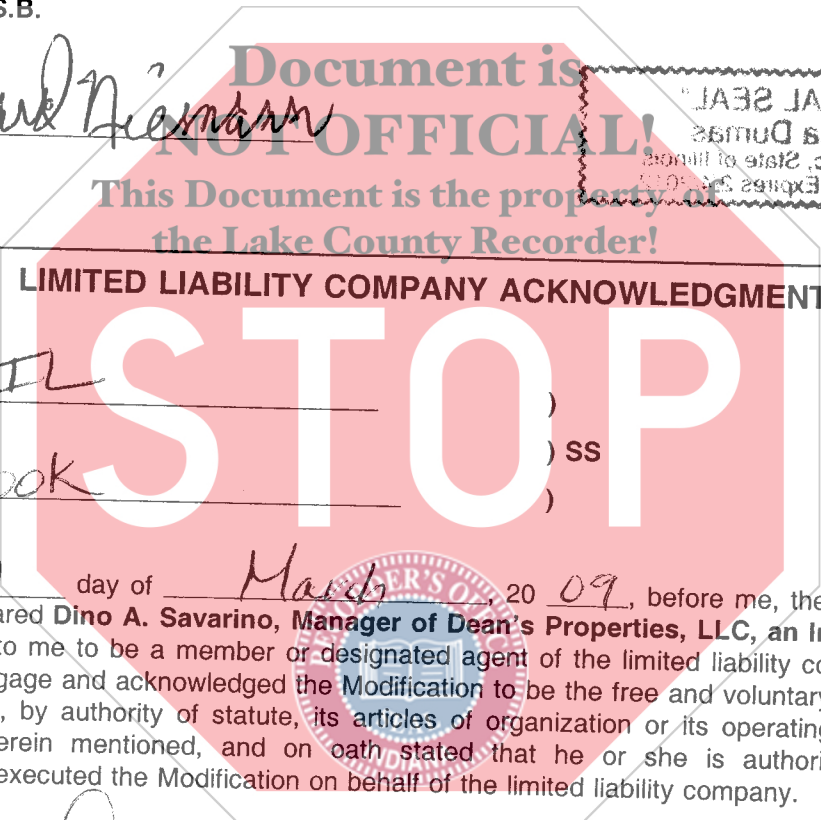
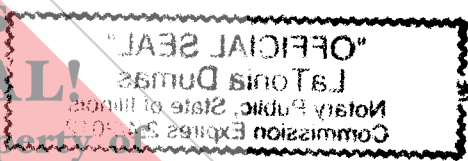
By: *Dino A. Savarino*

Dino A. Savarino, Manager of Dean's Properties, LLC, an Indiana Limited Liability Company

LENDER:

BANKFINANCIAL, F.S.B.

X *Richard Neumann*  
Authorized Signer



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Cook

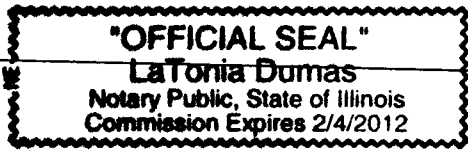
On this 10th day of March, 20 09, before me, the undersigned Notary Public, personally appeared **Dino A. Savarino, Manager of Dean's Properties, LLC, an Indiana Limited Liability Company**, and known to me to be a member or designated agent of the limited liability company that executed the Modification 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By *LaTonia Dumas*

Residing at Chicago

Notary Public in and for the State of IL

My commission expires 2/4/12



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 01902018455

LENDER ACKNOWLEDGMENT

STATE OF IL )  
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COUNTY OF Cook ) SS  
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On this 13th day of March, 20 09, before me, the undersigned Notary Public, personally appeared Rich Niemann and known to me to be the Assistant Vice Pres, authorized agent for **BankFinancial, F.S.B.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BankFinancial, F.S.B.**, duly authorized by **BankFinancial, F.S.B.** 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 **BankFinancial, F.S.B.**.

By LaTonia Dumas Residing at Chicago  
Notary Public in and for the State of IL My commission expires 2/4/12



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 (Commercial-Loan#1902018455 (RN)).

This Modification of Mortgage was prepared by: Commercial-Loan#1902018455 (RN)

