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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 061480

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MICHAEL A. BROWN  
RECORDER

Return to: Centier Bank, ATTN: LOAN SERVICING,  
600 E. 84TH AVENUE, Merrillville, Indiana 46410

Space Above This Line For Recording Data

**MODIFICATION OF MORTGAGE**

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is August 5, 2009. The parties and their addresses are:

**MORTGAGOR:**

**MARK LAMERE, LLC**

An Indiana Limited Liability Company  
12531 CEDAR LAKE ROAD  
CROWN POINT, IN 46307-8328

**LENDER:**

**CENTIER BANK**

Organized and existing under the laws of Indiana  
600 EAST 84TH AVENUE  
MERRILLVILLE, IN 46410



**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated MARCH 24, 2006 and recorded on AUGUST 15, 2006 (Security Instrument). The Security Instrument was recorded in the records of LAKE County, Indiana at 2293 NORTH MAIN STREET, CROWN POINT, INDIANA AS DOCUMENT #2006 071037 IN THE ORIGINAL AMOUNT OF \$800,000.00. and covered the following described Property:

PART OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4; THENCE NORTH 89 DEGREES 58 MINUTES 15 SECONDS WEST, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1,098.73 FEET TO THE CENTERLINE OF CROWN POINT-CEDAR LAKE ROAD; THENCE SOUTH 25 DEGREES 18 MINUTES 30 SECONDS WEST ALONG SAID CENTERLINE, 465.15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 58 MINUTES 15 SECONDS EAST, PARALLEL TO THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 412.87 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 45 SECONDS EAST, 150 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 15 SECONDS WEST, 257 FEET TO THE CENTERLINE OF CROWN POINT-CEDAR LAKE ROAD; THENCE NORTH 25 DEGREES 18 MINUTES 30 SECONDS EAST, 683.21 FEET TO THE POINT OF BEGINNING.

The property is located in LAKE County at 12531 CEDAR LAKE ROAD, CROWN POINT, Indiana 46307-8328.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

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The Security Instrument is modified as follows:

**A. Maximum Obligation Limit.** The maximum obligation provision of the Security Instrument is modified to read:

(1) Maximum Obligation Limit. The total principal amount secured by this Security Instrument at any one time will not exceed \$859,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

**B. 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. 45140, dated August 5, 2009, from Mortgagor to Lender, with a loan amount of \$859,000.00 and maturing on August 5, 2029.

(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. This Modification will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

(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 \$800,000.00 TO \$859,000.00.

**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:**

MARK LAMERE, LLC

By 

MARK LAMERE, MEMBER

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: *Jack Esala*  
JACK E. ESALA, VICE PRESIDENT

This instrument was prepared by



**ACKNOWLEDGMENT.**

**(Business or Entity)**

STATE OF INDIANA, County OF Lake ss.

Before me, Mary Kadish Fleming, a Notary Public this 5<sup>th</sup> day of AUGUST, 2009, MARK LAMERE - MEMBER of MARK LAMERE, LLC a Limited Liability Company acknowledged the execution of the annexed instrument of the Limited Liability Company.

My commission expires:

(Notary Public)  
Mary Kadish Fleming  
(Notary's County)  
LAKE

MARY KADISH FLEMING  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires March 23, 2012  
Resident of Lake County, Indiana



**(Lender Acknowledgment)**

STATE OF INDIANA, County OF LAKE ss.

Before me, MARY KADISH FLEMING, a Notary Public this 5<sup>th</sup> day of AUGUST, 2009, Jack Esala -- Vice President of CENTIER BANK, a corporation, acknowledged the execution of the annexed instrument of the corporation.

My commission expires:

(Notary Public)  
Mary Kadish Fleming  
(Notary's County)  
LAKE

MARY KADISH FLEMING  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires March 23, 2012  
Resident of Lake County, Indiana

**LENDER:**

**CENTIER BANK**

By *Jack Esala*  
Jack Esala, Vice President

