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2009 063737

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2009 SEP 16 AM 8:39
MICHAEL A. BROWN
RECORDER

Recording requested by and
after recording, return to:

Benchmark Bank
Attn: Mary Chidester
1 N. Constitution Drive
Aurora, IL 60506

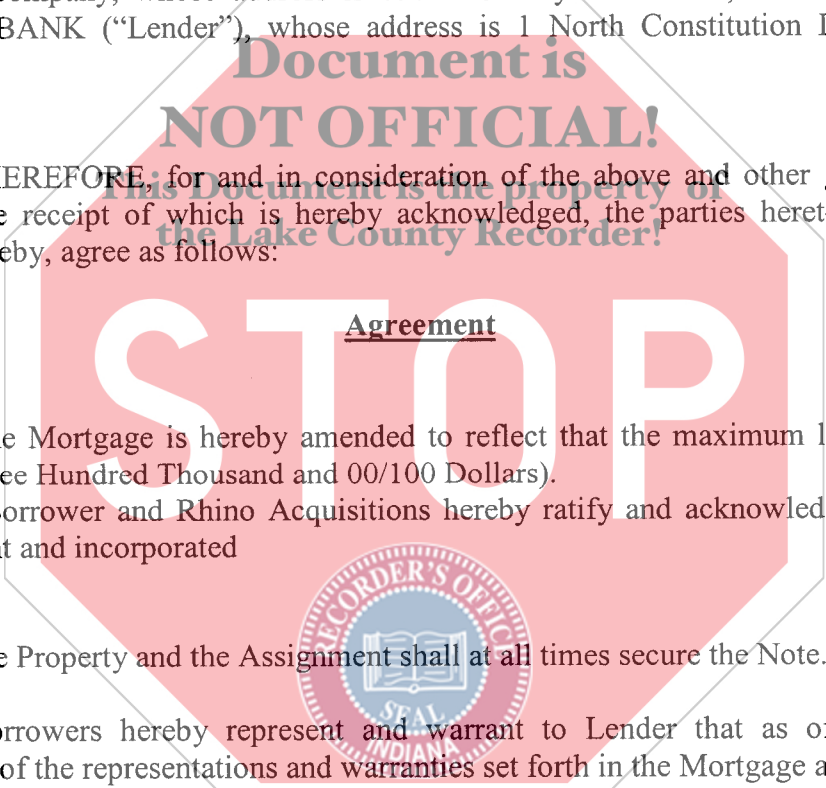
Mortgage Modification Agreement

THIS AMENDMENT OF MORTGAGE (the "Agreement") is entered into as of the 16th day of August, 2009, by and between FREEDOM ACQUISITIONS, LLC ("Borrower"), an Indiana limited liability company, whose address is 15040 County Line Road, Hebron, IN 46307; and BENCHMARK BANK ("Lender"), whose address is 1 North Constitution Drive, Aurora, IL, 60506.

NOW THEREFORE, for and in consideration of the above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Agreement

1. The Mortgage is hereby amended to reflect that the maximum lien is increased to \$300,000.00 (Three Hundred Thousand and 00/100 Dollars).
2. The Borrower and Rhino Acquisitions hereby ratify and acknowledge the term of the Pledge Agreement and incorporated herein.
3. The Property and the Assignment shall at all times secure the Note.
4. Borrowers hereby represent and warrant to Lender that as of the date of this Agreement, each of the representations and warranties set forth in the Mortgage are and shall be and remain true and correct; and that Borrower is in full compliance with all the terms and conditions of the Mortgage, and no default or event of default has occurred and is continuing under those agreements or shall result after giving effect to this Agreement.



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5. Except as amended by this Agreement, the Mortgage shall continue in full force and effect in accordance with their original terms. All references to the Note, to the terms defined in the Note, or to any term, in the Mortgage or other agreement related thereto, or in any documents, letter, certificate, or any communication issued or made pursuant to or with respect to the Note and/or Mortgage as amended hereby, shall be deemed to refer to the Note, the terms defined by the Note, or to the Mortgage, or the terms of the Mortgage as amended hereby.

6. Borrowers hereby (a) affirm that they are indebted to Lender under the terms and conditions of the Mortgage, each of which constitute the valid and binding obligation enforceable in accordance with their respective terms, and that no offsets, expenses or counterclaims to their respective obligations there under exist; (b) affirmatively waive any right to challenge the liens and security interests granted in favor of Lender under the Note or the Mortgage; and (c) further release Lender, its officers, directors and attorneys from and affirmatively waive any and all claims, counterclaims, or affirmative defenses they may have against Lender from the beginning of time to the date hereof.

[SIGNATURES ON NEXT PAGE]



EXHIBIT "A"
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED REAL ESTATE, TO WIT:

LOT 8 EXCEPT THE NORTH 32 ½ FEET THEREOF, ALL OF LOT 9 AND THE NORTH 2 1/2 FEET OF LOT 10, BLOCK 13, RESUBDIVISION OF GARY LAND COMPANY'S 13TH SUBDIVISION IN THE CITY OF GARY AS SHOWN IN PLAT BOOK 19, PAGE 10, IN LAKE COUNTY, INDIANA.

PERMANENT INDEX NUMBER: 450803432008000004

COMMONLY KNOWN ADDRESS: 649 LOUISIANA, GARY, INDIANA



IN WITNESS WHEREOF, Lender and Borrower have executed this Modification on the date first set forth above.

BENCHMARK BANK,
an Illinois bank

FREEDOM ACQUISITIONS LLC,
an Indiana limited liability company

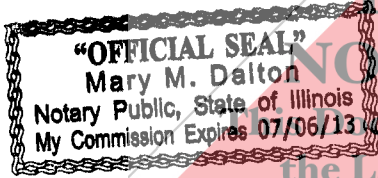
By: *Julie R. Rutter*
Julie R. Rutter
Its: Senior Vice President

By: *David J. Schroeder*
David J. Schroeder
Its: Member

STATE OF IL)
) SS
COUNTY OF Kane)

I, Under signed, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David J. Schroeder as Managing Member of Freedom Acquisitions LLC Manager known to me to be the same person whose name is subscribed to the foregoing instrument, that each appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16 day of Aug, 2009.

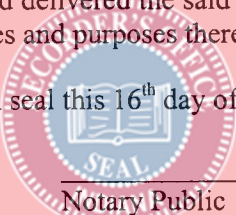


Mary M. Dalton
Notary Public
My commission expires: _____

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Julie R. Rutter, Senior Vice President of Benchmark Bank; known to me to be the same person whose name is subscribed to the foregoing instrument, that each appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of August, 2009.



Notary Public
My commission expires: _____