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STATE OF INDIANA
LAKE COUNTY STATE OF INDIANA
FILED FOR RECORD LAKE COUNTY
FILED FOR RECORD

2010 052422

2010 SEP 10 AM 10:37

MICHELLE D. FAJMAN
RECORDER MICHELLE D. FAJMAN
RECORDER

RECORDATION REQUESTED BY:

Lafayette Bank & Trust, A Division of First
Merchants Bank, NA
250 Main Street
Lafayette, IN 47901

WHEN RECORDED MAIL TO:

Lafayette Bank & Trust, A Division of First
Merchants Bank, NA
250 Main Street
Lafayette, IN 47901



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 19, 2010, is made and executed between Horizon Hotels, Limited Liability Company, an Indiana Limited Liability Company, whose address is 8339 Ohio, Merrillville, IN 46410-6586 (referred to below as "Grantor") and Lafayette Bank & Trust, A Division of First Merchants Bank, NA, whose address is 250 Main Street, Lafayette, IN 47901 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 17, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on November 30, 2006 as Instrument Number 2006 105179 and Modified on July 17, 2008 as Instrument Number 2008 058213.

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

The North 1.9 acres of Lot 2 in Grand Park Fourth Addition, recorded in Plat Book 94, Page 19, in the Office of the Recorder of Lake County, Indiana

The Real Property or its address is commonly known as Lake at SW corner of Ohio & 82nd, Merrillville, IN 46410.

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

AMOUNT \$ 21⁰⁰
CASH _____ CHARGE _____
CHECK # 451094110, 451094477
OVERAGE _____
COPY _____
NON-COM _____
CLERK AO

**MODIFICATION OF MORTGAGE
(Continued)**

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The Maximum amount of Loan Indebtedness secured by this Open-End Mortgage is decreased to \$2,690,000.00.

The Term and Condition indicated on Page 2, section 4, Item B is hereby deleted..

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 endorser 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 19, 2010.

GRANTOR:

HORIZON HOTELS, LIMITED LIABILITY COMPANY

By: _____

Sajid L. Chaudhry, Managing Member of Horizon Hotels,
Limited Liability Company

LENDER:

**LAFAYETTE BANK & TRUST, A DIVISION OF FIRST MERCHANTS BANK,
NA**

X _____

Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
LAKE) SS
COUNTY OF County)

On this 26 day of July, 20 10, before me, the undersigned Notary Public, personally appeared **Sajid L. Chaudhry, Managing Member of Horizon Hotels, 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 Wendy Burkhead Residing at Eekhart
WENDY BURKHERD
Notary Public in and for the State of IN My commission expires July 1, 2012

LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Tippecanoe)

On this 28th day of July, 20 10, before me, the undersigned Notary Public, personally appeared David T. Flint and known to me to be the Sr. Vice President, authorized agent for **Lafayette Bank & Trust, A Division of First Merchants Bank, NA** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Lafayette Bank & Trust, A Division of First Merchants Bank, NA**, duly authorized by **Lafayette Bank & Trust, A Division of First Merchants 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 **Lafayette Bank & Trust, A Division of First Merchants Bank, NA**.

By Deann Rowe Residing at Tippecanoe
DEANN ROWE
Notary Public in and for the State of Indiana My commission expires 8/17/14

**MODIFICATION OF MORTGAGE
(Continued)**

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 (Christa Pirtle).

This Modification of Mortgage was prepared by: Christa Pirtle
