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Return to: Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-1559



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MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is September 2, 2010. The parties and their addresses are:

MORTGAGOR:

MARCOTTE HOLDINGS, LLC

An Illinois Limited Liability Company 3409 East 87th Avenue Crete, IL 60417

LENDER:

LAKESIDE BANK

Organized and existing under the laws of Illinois 55 W. WACKER DRIVE CHICAGO, IL 60601

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated May 6, 2005 and recorded on May 13, 2005 (Security Instrument). The Security Instrument was recorded in the records of Lake County, Indiana at the Recorder of Deeds office as Document number 2005 039068 and covered the following described Property:

Gary Marcotte Indiana Real Estate Modification IL/4XXXbalcd00149300006929005090210Y

Initials

Wolters Kluwer Financial Services [©]1996, 2010 Bankers Systems™

Page 1

AMOUNT \$ 300

CASH _____CHARGE ___
CHECK # 079968

OVERAGE ____
COPY ___
NON-COM ___
CLERK ____

LOTS 204 TO 209, IN PRAIRIE TRAILS PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 93 PAGE 48, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

KEY NO. 11-337-76, 11-337-77, 11-337-78, 11-337-79, 11-337-80, 11-337-81

The property is located in Lake County at 10060-10088-10092 Gettler Street and 10061-10077-10093 State Line Road, Dyer, Indiana 46311.

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

The Security Instrument is modified as follows:

- **A. 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 promissory note or other agreement, No. 6052269-01, dated May 6, 2005, from Gary Marcotte, Christine M. Marcotte, Trevor Marcotte, Sandra Marcotte, Marcotte Medical Group, S.C. and Marcotte Holdings, LLC (Borrower) to Lender, with a loan amount of \$1,790,537.77, with an interest rate of 6.25 percent per year and maturing on September 6, 2013.
 - (b) All Debts. All present and future debts from Gary Marcotte, Christine M. Marcotte , Trevor Marcotte , Sandra Marcotte , Marcotte Medical Group, S.C. and Marcotte Holdings, LLC 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 nonpossessory, 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.

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:

Marcotte Holdings, LLC

By Marcotte Medical Group, S.C., Managing Member

By C Jain Warrotte Secretary

By Land in man and

Christine Marcotte, President

LENDER:

LAKESIDE BANK

Stan J. Bochnowski, Executive Vice President

ACKNOWLEDGMENT.	
I affirm under the penalties for perjury, that I each Social Security number in this document, u	
Name:Printed Name:	
This instrument was prepared by Loan Operation Road, Chicago, Illinois 60608-1559	ns, Lakeside Bank, 1055 W. Roosevelt
Gary Marcotte Indiana Real Estate Modification IL/4XXXbalcd00149300006929005090210Y Wolters K Systems ¹⁷	Initialsluwer Financial Services [©] 1996, 2010 Bankers Page 4

STATE OF ILLINOIS)) SS		
COUNTY OF COOK)		
The foregoing Instrument was acknown	owledged before me by	
Gary Marcotte	, the Secretary	of, and
Christine Marcotte	, the <u>President</u>	of, and of
Marcotte Holdings, LLC		, a(n)
Limited Liability Co	mpany, on behalf of the Limite	ed Liability Company,
on this 8th day of September		
	1500	NOTARY PUBLIC
My Commission Expires:		
01/07/2013		
	OFFICIAL SEAS XIAO H. YAN NOTARY PUBLIC, STATE O My Commission Expires 0	F ILLINOIS