

RECORDATION REQUESTED BY:  
Fifth Third Bank, an Ohio banking  
corporation, successor by merger  
with Fifth Third Bank, a  
Michigan banking corporation  
1000 E. 80<sup>th</sup> Place, Suite 200 North  
Merrillville, Indiana 46410

2010 058570

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2010 OCT -8 PM 1:39

MICHELLE S. FAJMAN  
RECORDER

WHEN RECORDED MAIL TO:  
Fifth Third Bank, an Ohio banking  
corporation, successor by merger  
with Fifth Third Bank, a  
Michigan banking corporation  
Attn: Commercial Loan Services  
1000 E. 80<sup>th</sup> Place, Suite 200 North  
Merrillville, Indiana 46410

**MODIFICATION OF REAL ESTATE MORTGAGE**

THIS MODIFICATION OF REAL ESTATE MORTGAGE (hereafter "Modification") entered into on this \_\_\_\_ day of November, 2009, by and between Larry Luebcke, Individually, whose address is 10350 Doubletree Drive South, Crown Point, Indiana 46307 ("Mortgagor"), Homes of the 20<sup>th</sup> Century, Inc., whose address is 10350 Doubletree Drive South, Crown Point, Indiana 46307 (hereafter "Grantor") and Fifth Third Bank, an Ohio banking corporation, successor by merger with Fifth Third Bank, a Michigan banking corporation, whose address is 1000 E. 80<sup>th</sup> Place, Suite 200 North, Merrillville, Indiana 46410 (hereafter "Lender").

WITNESSETH:

WHEREAS, Grantor executed and delivered to Lender a Real Estate Mortgage dated July 5, 2008, and recorded in the Lake County Recorder's Office on October 3, 2008 as Document No. 2008-068956 (hereafter "Mortgage");

WHEREAS, Grantor and Lender agree to modify the Mortgage to show the true and correct Grantor of record.

NOW, THEREFORE, for valuable consideration, it is mutually agreed:

1. **MORTGAGOR.** This Mortgage is hereby modified to show the Mortgagor of said Real Estate from Homes of the 20<sup>th</sup> Century, Inc. to Larry N. Luebcke.

2. **GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages, warrants and conveys to Lender all of Grantor's rights, title and interest in and to the following described real estate, together with all existing or subsequent erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Estate") located in Lake County, State of Indiana, as follows:

Lots 47 and 48 in Block 2 in Original Town of Griffith, as per plat thereof, recorded in Plat Book 2 page 45, in the Office of the Recorder of Lake County, Indiana.

3. **MISCELLANEOUS.** The parties now agree that the Lender shall have a security interest in all the above real property as modified and set forth above.

Other than the above modifications set out in Paragraph 1 above, the parties agree to incorporate into this Modification, all other provisions, obligations and covenants of the Mortgage as if fully set forth herein.

The said Note and Mortgage shall continue in full force and effect on the terms and conditions as are herein expressed in all respects except as herein modified.

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The above Modification has been made at the consent of all parties and the undersigned has the authority and acknowledges to be bound by the above modification.

This Modification is subject to the Forbearance and Reaffirmation Agreement by and between Grantor, Mortgagor and Lender dated December 30, 2009.

Grantor acknowledges having read all of the provisions of this Modification and Grantor agrees to its terms.

Grantor:

Homes of the 20<sup>th</sup> Century, Inc.,  
an Indiana corporation

By: [Signature]  
Larry Luebcke, President

Mortgagor:

[Signature]  
Larry Luebcke, Individually

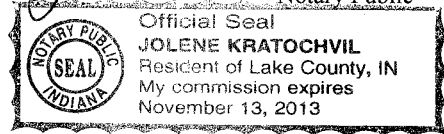
STATE OF )  
                  )     SS:  
COUNTY OF )

On this \_\_\_ day of December, 2009, before me, the undersigned Notary Public, personally appeared Larry Luebcke, individually and as President of Homes of the 20<sup>th</sup> Century, Inc., an Indiana corporation and acknowledged the execution of this Modification to be the free and voluntary act and deed of himself and of the corporation and, by authority of statute, its articles of incorporation or its bylaws, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation and himself.

[Signature]  
Notary Public

My Commission Expires:  
11-13-2013

Resident of County:  
Lake



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.

\_\_\_\_\_  
David E. Woodward

This Modification was prepared by David E. Woodward, Casale, Woodward & Buls, LLP, 9223 Broadway, Suite A, Merrillville, Indiana 46410.