

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 4051830003

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46311. The Real Property tax identification number is 45-11-07-430-001.000-034 (Lot 42); 45-11-07-430-002.000-034 (Lot 43) and 45-11-07-480-010.000-034 (Lot 95).

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

The principal balance on the Note, remaining unpaid from time to time, is reduced to \$450,000.00. Lots #38, #84, #86, #93, #94, #95 and #112 in Village Circle, Phase I, Dyer, Lake County, Indiana are removed as Collateral for the Loan. Repayment and Maturity Date are modified as follows: Borrower will pay this Loan in regular monthly payments of all accrued unpaid interest due as of each payment date, beginning January 5, 2011, and one irregular last payment of all outstanding principal plus all accrued unpaid interest due on December 5, 2011, as more fully set out in a Change in Terms Agreement of the same date herewith incorporated herein by this reference.

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 endorsers 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 DECEMBER 5, 2010.

GRANTOR:

VILLAGE CIRCLE DEVELOPMENT LLC

OD ENTERPRISES, INC., Member/Manager of Village Circle Development LLC

By: 
Scot F. Olthof, Assistant Vice President of OD Enterprises, Inc.

MODIFICATION OF MORTGAGE
(Continued)

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LENDER:

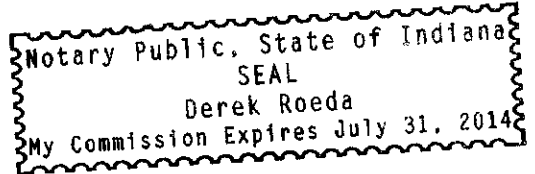
STANDARD BANK AND TRUST COMPANY

X [Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA

)



) SS

COUNTY OF LAKE

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On this 30th day of NOVEMBER, 20 10, before me, the undersigned Notary Public, personally appeared **Scot F. Olthof, Assistant Vice President of OD Enterprises, Inc., Member/Manager of Village Circle Development LLC**, 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 [Signature] DEREK ROEDA Residing at LAKE COUNTY, IN

Notary Public in and for the State of IN

My commission expires JULY, 31, 2014

MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Indiana)

COUNTY OF Lake)

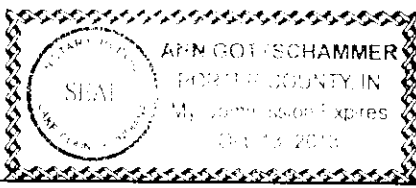
On this 30th day of Nov, 20 10, before me, the undersigned Notary Public, personally appeared Jennifer Willis and known to me to be the Vice President, authorized agent for **Standard Bank and Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Standard Bank and Trust Company**, duly authorized by **Standard Bank and Trust Company** 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 **Standard Bank and Trust Company**.

By Ann Gottschammer

Residing at Porter Co, IN

Notary Public in and for the State of IN

My commission expires 10/13/2013



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 (Ann E. Rosso, Loan Documentation Specialist).

This Modification of Mortgage was prepared by: **Ann E. Rosso, Loan Documentation Specialist**