

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 076266

2010 DEC 28 AM 10:13

MICROFILMED
HICKORY HILLS

RECORDATION REQUESTED BY:

Standard Bank and Trust Company
7800 West 95th Street
Hickory Hills, IL 60457

WHEN RECORDED MAIL TO:

Standard Bank and Trust Company
7800 West 95th Street
Hickory Hills, IL 60457

SEND TAX NOTICES TO:

Standard Bank and Trust Company
7800 West 95th Street
Hickory Hills, IL 60457

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 5, 2010, is made and executed between W.P. Farms LLC, whose address is 8051 Wicker Avenue, Suite A, St. John, IN 46373 (referred to below as "Grantor") and Standard Bank and Trust Company, whose address is 7800 West 95th Street, Hickory Hills, IL 60457 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 29, 2007 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage and Assignment of Rents recorded December 20, 2007 as Document Numbers 2007099412 and 2007099413, respectively; Modification of Mortgage recorded March 20, 2009 as Document Number 2009 017585, Modification of Mortgage recorded June 30, 2009 as Document Number 2009043940 and Modification of Mortgage recorded 12-28-10, 2010 as Document No 2010-076266, in the Office of the Recorder of Lake County, Indiana.

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

THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, EXCEPT THE WEST 20 ACRES THEREOF. ALSO, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 2: THENCE NORTH 89 DEGREES 24 MINUTES 09 SECONDS WEST ALONG THE NORTH LINE OF THE FRACTIONAL NORTHWEST QUARTER OF SAID

92010 7478
FIDELITY NATIONAL TITLE
INSURANCE COMPANY
Crown Point, Indiana

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FN
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**MODIFICATION OF MORTGAGE
(Continued)**

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SECTION 2, A DISTANCE OF 176.86 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 40 DEGREES 29 MINUTES 21 SECONDS WEST A DISTANCE OF 896.83 FEET TO A POINT; THENCE SOUTH 01 DEGREE 07 MINUTES 49 SECONDS WEST A DISTANCE OF 585.51 FEET TO A POINT ON THE SOUTH LINE OF THE FRACTIONAL NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 89 DEGREES 07 MINUTES 53 SECONDS WEST ALONG THE SOUTH LINE OF THE FRACTIONAL NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 150 FEET TO A POINT, SAID POINT BEING SOUTH 89 DEGREES 07 MINUTES 53 SECONDS EAST A DISTANCE OF 1744.65 FEET FROM THE SOUTHWEST CORNER OF THE FRACTIONAL NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 2; THENCE NORTH 01 DEGREE 07 MINUTES 49 SECONDS EAST A DISTANCE OF 639.84 FEET TO A POINT; THENCE NORTH 40 DEGREES 29 MINUTES 21 SECONDS EAST, A DISTANCE OF 825.09 FEET TO A POINT ON THE NORTH LINE OF THE FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 2; THENCE SOUTH 89 DEGREES 24 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF THE FRACTIONAL NORTHWEST QUARTER OF SAID SECTION 2 A DISTANCE OF 195.51 FEET TO THE POINT OF BEGINNING

The Real Property or its address is commonly known as Approximately 52.638 acres of vacant land located South of 101st Avenue and commonly known as 7411 and 7410 W. 101st Avenue, St. John, IN 46373. The Real Property tax identification number is Tax Parcel Number 45-15-02-100-007.000-041 and 45-11-35-376-001.000-032.

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

Repayment and Maturity Date are modified as follows: Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning November 5, 2010, and one irregular last payment of all outstanding principal plus 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.

MODIFICATION OF DEFAULT PROVISIONS. The DEFAULT section is modified to delete the Adverse Change and Insecurity Subsections.

MODIFICATION OF MORTGAGE
(Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 5, 2010.

GRANTOR:

W.P. FARMS LLC

OD ENTERPRISES, INC., Member/Manager of W.P. Farms LLC

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

LENDER:

STANDARD BANK AND TRUST COMPANY

X 
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

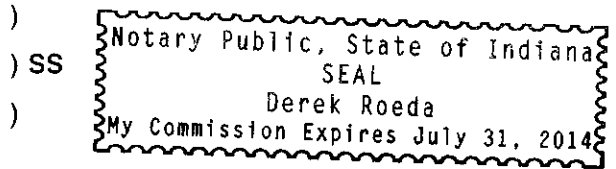
Loan No: 4050430001

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF LAKE



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 W.P. Farms 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

LENDER ACKNOWLEDGMENT

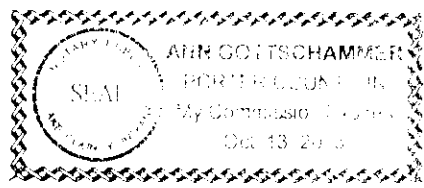
STATE OF Indiana

COUNTY OF Lake

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On this 30th day of NOV, 20 10, before me, the undersigned Notary Public, personally appeared Jennifer C. 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 City, IN
Notary Public in and for the State of IN My commission expires 10/13/2013



**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 4050430001

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
