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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2010 076267

2010 DEC 28 AM 10:13

RECORDER  
BROOKFIELD

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 December 5, 2010, is made and executed between Hanover Farms Inc., an Indiana corporation, whose address is 8051 Wicker Avenue, Ste. 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 December 29, 2008 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage and Assignment of Rents recorded January 20, 2009 as Document Numbers 2009002986 and 2009002987 and Modification of Mortgage recorded March 29, 2010 as Document Number 2010017695 in the Office of the Recorder of Lake County, Indiana. *Modified as I#*

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

A PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HANOVER TOWNSHIP, IN LAKE COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 89 DEGREES 24 MINUTES 55 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 316.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 89 DEGREES 24 MINUTES 55 SECONDS WEST, 2327.16 FEET TO THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 08 MINUTES 27

920107405  
FIDELITY NATIONAL TITLE  
INSURANCE COMPANY  
Crown Point, Indiana

# 24  
FN  
OK

4Ref

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 4053330001

Page 2

SECONDS EAST ALONG SAID WEST LINE, 1329.61 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SOUTHEAST 1/4; THENCE SOUTH 89 DEGREES 24 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE, 2093.48 FEET TO AN EASTERLY LINE OF A PARCEL DESCRIBED IN DOCUMENT NUMBER 2006 095612 RECORDED NOVEMBER 1, 2006 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 05 MINUTES 39 SECONDS WEST ALONG SAID EASTERLY LINE, 505.00 FEET TO A NORTHERLY LINE OF SAID PARCEL DESCRIBED IN DOCUMENT NUMBER 2006 095612; THENCE SOUTH 89 DEGREES 24 MINUTES 33 SECONDS EAST ALONG SAID NORTHERLY LINE, 548.59 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION; THENCE SOUTH 00 DEGREES 05 MINUTES 39 SECONDS WEST ALONG SAID EAST LINE, 94.06 FEET TO THE NORTH LINE OF A PARCEL DESCRIBED IN DOCUMENT NUMBER 2005 079307 RECORDED SEPTEMBER 13, 2005 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE NORTH 89 DEGREES 19 MINUTES 21 SECONDS WEST ALONG SAID NORTH LINE, 416.00 FEET TO THE WEST LINE OF SAID PARCEL DESCRIBED IN DOCUMENT NUMBER 2005 079307; THENCE SOUTH 00 DEGREES 05 MINUTES 39 SECONDS WEST ALONG SAID WEST LINE, 418.14 FEET TO THE SOUTH LINE OF SAID PARCEL DESCRIBED IN DOCUMENT NUMBER 2005 079307; THENCE SOUTH 89 DEGREES 19 MINUTES 21 SECONDS EAST ALONG SAID SOUTH LINE, 416.00 FEET TO THE EAST LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 00 DEGREES 05 MINUTES 39 SECONDS WEST ALONG SAID EAST LINE, 97.00 FEET; THENCE NORTH 89 DEGREES 19 MINUTES 21 SECONDS WEST, 316.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 39 SECONDS WEST, 215.51 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 68.73 +/- Acres of Vacant Land located at approximately 12412 Wicker Avenue, St. John, IN 46373. The Real Property tax identification number is 45-15-17-476-008.000-013, 45-15-17-451-002.000-013 and 45-15-17-476-007.000-013.

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

**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, with all subsequent interest payments to be due on the same day of each month after that, with the final 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.

Lender's Signature  
Date

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 4053330001

Page 3

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:

HANOVER FARMS INC.

By: [Signature]  
Scot F. Olthof, Treasurer of Hanover Farms Inc.

LENDER:

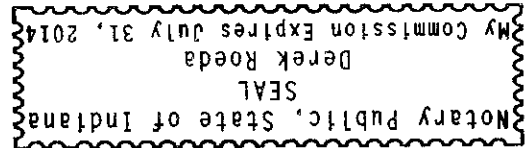
STANDARD BANK AND TRUST COMPANY

X [Signature]  
Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF INDIANA  
COUNTY OF LAKE

)  
) SS  
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On this 30<sup>th</sup> day of NOVEMBER, 20 10, before me, the undersigned Notary Public, personally appeared **Scot F. Olthof, Treasurer of Hanover Farms Inc.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

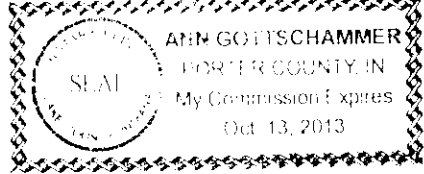
By [Signature] DEREK ROEDA Residing at LAKE COUNTY, IN  
Notary Public in and for the State of IN My commission expires JULY 31, 2014

LENDER ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 30<sup>th</sup> day of Nov, 20 10, before me, the undersigned Notary Public, personally appeared Jennifer L. 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 Goetschammer Residing at Porter City, IN  
Notary Public in and for the State of IN My commission expires 10/13/13



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