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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 012331

2011 MAR -3 AM 9:36

MICHELLE R. FAJMAN
RECORDER

<p>Mortgagor's Name and Address</p> <p>TERRA FIRMA 30, LLC</p> <p>1201 N. MAIN ST.</p> <p>CROWN POINT, IN. 46307</p> <p>("Mortgagor" whether one or more)</p>	<p>PEOPLES BANK SB</p> <p>9204 COLUMBIA AVENUE</p> <p>MUNSTER, INDIANA 46321</p> <p>("Mortgagee")</p>	<p>Return to:</p> <p>PEOPLES BANK SB</p> <p>9204 COLUMBIA AVENUE</p> <p>MUNSTER, INDIANA 46321</p>
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MORTGAGE MODIFICATION AGREEMENT

Mortgagor, for valuable consideration given by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage dated OCTOBER 5, 2005, recorded OCTOBER 18, 2005, in the Office of the Recorder of LAKE County, INDIANA, as Document No. 2005 091501 (herein the "Mortgage"), is hereby amended as follows:

1. **Note Modification, Renewal, Replacement or Extension.** The promissory note referenced in paragraph 1 on page 1 of the Mortgage in the original principal amount of \$ 315,000.00 and dated OCTOBER 5, 2005, (herein the "Note") has been modified as follows:

1.1. **Replacement.** The Note has been replaced by Mortgagor's promissory note dated JANUARY 5, 2011 in the original principal amount of \$ 313,380.00 (the "Replacement Note"). Mortgagor agrees that the Mortgage shall secure the payment of the Replacement Note, and any renewal, extension, modification, refinancing or replacement thereof, and all interest, attorney fees, and costs of collection with respect thereto. The Replacement Note is given in substitution for and not in discharge of the indebtedness evidenced by the Note.

1.2. **Extension.** The maturity date of the Note has been extended to _____, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as extended.

1.3. **Renewal.** The line of credit commitment evidenced by the Note has been renewed for a _____ day month year period. The Note shall remain in full force and shall mature on _____, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as renewed.

1.4. **Modification.** The Note has been modified as follows:

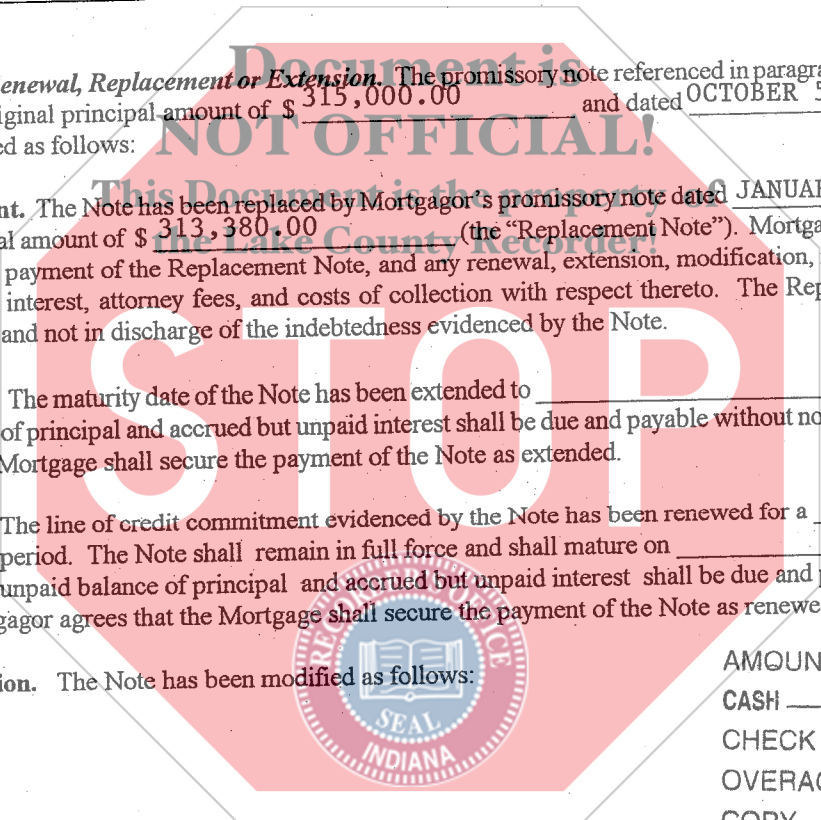
AMOUNT \$ 19⁰⁰
 CASH _____ CHARGE FR
 CHECK # _____
 OVERAGE _____
 COPY _____
 NON-COM _____
 CLERK RMA

Mortgagor agrees that the Mortgage shall secure the payment of the Note as modified.

Fidelity National Title recorded this document as an accommodation. Fidelity did not examine the document or the title of the real estate affected.

Return: Peoples Bank

Ref



FIDELITY NATIONAL TITLE
INSURANCE COMPANY
Crown Point, Indiana

2. **Additional Indebtedness Secured by Mortgage.** In addition to the obligations referred to in the Mortgage it shall also secure payment of that certain promissory note executed by _____ dated _____ in the original principal amount of \$ _____, which note matures on _____, together with all advances made from time to time thereunder, and any and all renewals, modifications, replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto.

3. **Additional Modification.** The Mortgage is further modified as follows:

3.1. **Modification to Existing Mortgage Provision.** Paragraph _____ of the Mortgage is amended to provide as follows:

3.2. **Addition of Additional Mortgage Provision.** The following provision is added to the Mortgage as paragraph _____:

3.3. **Deletion of Mortgage Provision.** Paragraph _____ is hereby deleted from the Mortgage.

4. **Miscellaneous.** The Mortgagor further agrees as follows:

- A. All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Amendment Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.
- B. This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Indiana.
- C. This Mortgage Amendment Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

EXECUTED and delivered in Lake County, Indiana this 18TH day of FEBRUARY, 2011

TERRA FIRMA 30, LLC

BY: Roger Pace
ROGER PACE, MEMBER

BY: David Taylor
DAVID TAYLOR, MEMBER

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 18th day of February, 2011.



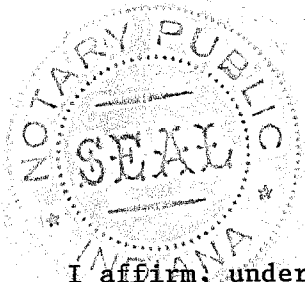
RECORDER'S OFFICE
INDIANA
JAN 20 2011 10:00 AM

[To be used when the Mortgagor(s) is a corporation or other business entity]

STATE OF INDIANA)
) SS:
LAKE COUNTY)

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared ROGER PACE, DAVID TAYLOR,
the MEMBERS of TERRA FIRMA 30, LLC, and acknowledged the execution of the
above and foregoing Mortgage Modification Agreement for and on behalf of TERRA FIRMA 30, LLC,
this 18TH day of FEBRUARY, 2011.



Brian E. Rasin
Brian E. Rasin Notary Public,
Residing in Porter County, Indiana
My Commission Expires: 04-09-16

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: SANDRA J DUDA

This instrument was prepared by: SANDRA J DUDA, COMMERCIAL LOAN PROCESSOR

