

2011 017449

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2011 MAR 24 PM 2:47
MICHELLE L. MAN
RECORDER

2011 024766

RECORDATION REQUESTED BY:
First Financial Bank, N.A.
Branch 744
300 High St
Hamilton, OH 45011

WHEN RECORDED MAIL TO:
First Financial Bank, N.A.
Branch 744
300 High St
Hamilton, OH 45011

re-record due to Lender
Acknowledgement not signed

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 17, 2011, is made and executed between 912 AVENUE H LLC (referred to below as "Grantor") and First Financial Bank, N.A., whose address is 300 High St, Hamilton OH 45011 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 1, 2008 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage recorded on March 6, 2008 in the real estate records of the Lake County, Indiana Recorder's Office as Instrument No. 2008016473..

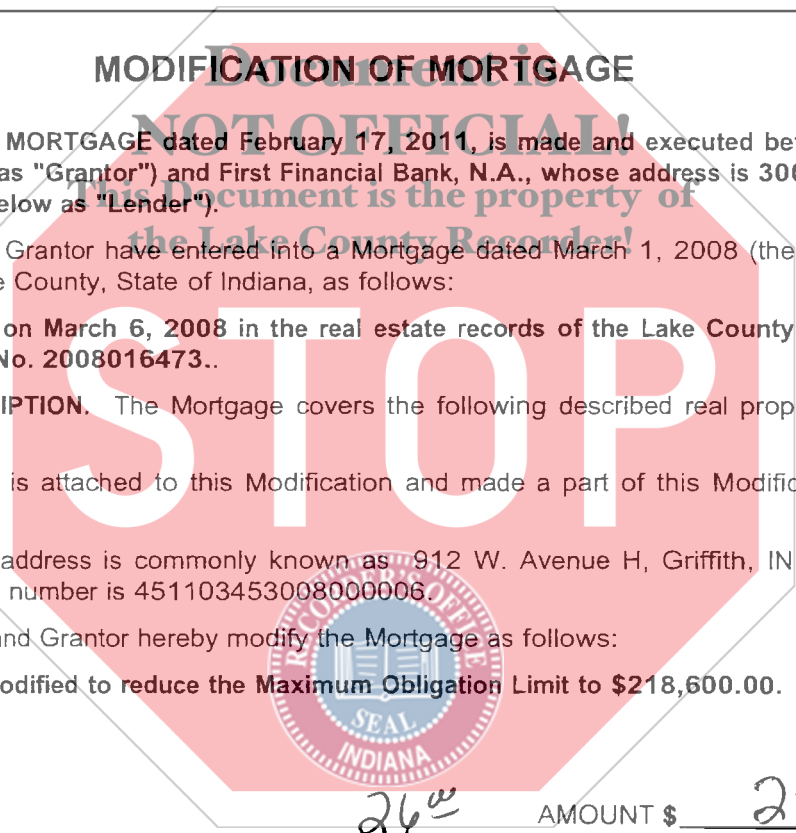
REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Lake County, State of Indiana:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 912 W. Avenue H, Griffith, IN 46319. The Real Property tax identification number is 451103453008000006.

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

Mortgage is hereby modified to reduce the Maximum Obligation Limit to \$218,600.00.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHELLE L. MAN
RECORDER
2011 MAY - 3 AM 10:21

26⁰⁰
60231167
2ref
RM

AMOUNT \$ 25⁰⁰
CASH _____ CHARGE _____
CHECK # 60219883, 60226185
OVERAGE _____
COPY _____
NON-COM _____
CLERK _____ RM

1 ref

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 2230092645

Page 2

Mortgage is hereby modified to refer to a loan for \$218,600.00 dated February 17, 2011..

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.

COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.

EXHIBIT B TO MORTGAGE/DEED OF TRUST. An exhibit, titled "EXHIBIT B TO MORTGAGE/DEED OF TRUST," is attached to this Modification and by this reference is made a part of this Modification just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Modification.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 17, 2011.

GRANTOR:

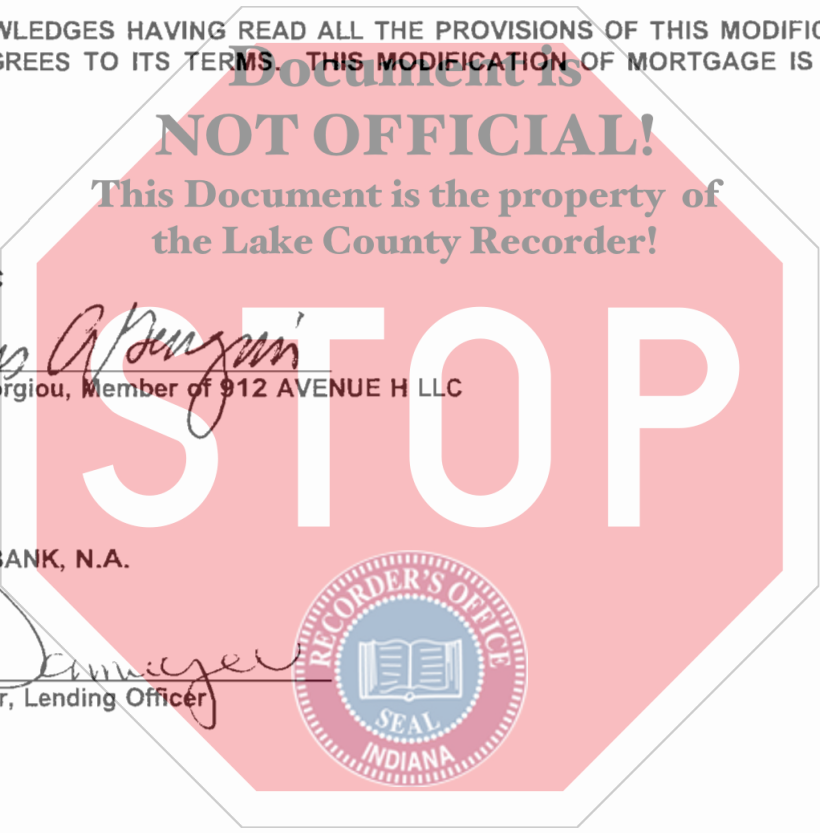
912 AVENUE H LLC

By: *Nicholas A. Georgiou*
Nicholas A. Georgiou, Member of 912 AVENUE H LLC

LENDER:

FIRST FINANCIAL BANK, N.A.

X *Shirley Dammeyer*
Shirley Dammeyer, Lending Officer



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 2230092645

Page 3

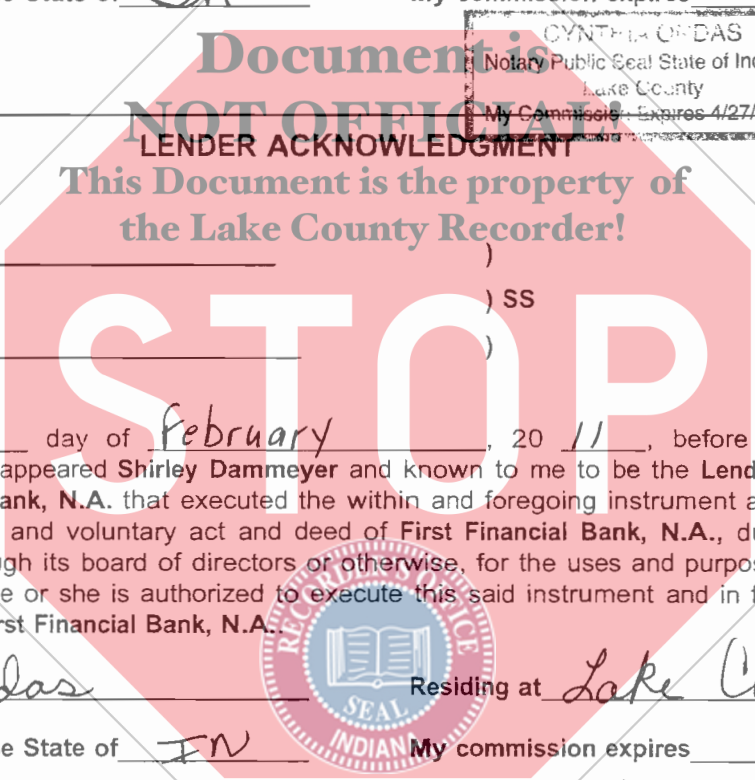
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IN)
) SS
COUNTY OF LAKE)

On this 17th day of February, 20 11, before me, the undersigned Notary Public, personally appeared **Nicholas A. Georgiou, Member of 912 AVENUE H 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 Cynthia Ondas Residing at Lake County
Notary Public in and for the State of In My commission expires 4.27.16

CYNTHIA ONDAS
Notary Public Seal State of Indiana
Lake County
My Commission Expires 4/27/2016



STATE OF IN)
) SS
COUNTY OF LAKE)

On this 17th day of February, 20 11, before me, the undersigned Notary Public, personally appeared **Shirley Dammeyer** and known to me to be the **Lending Officer**, authorized agent for **First Financial Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Financial Bank, N.A.**, duly authorized by **First Financial Bank, N.A.** 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 **First Financial Bank, N.A.**

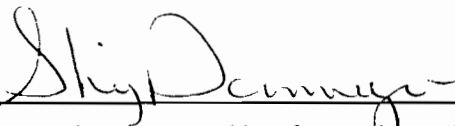
By Cynthia Ondas Residing at Lake County
Notary Public in and for the State of IN My commission expires 4.27.16

CYNTHIA ONDAS
Notary Public Seal State of Indiana
Lake County
My Commission Expires 4/27/2016

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 2230092645

Page 4



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 (Shirley Dammeyer, Lending Officer).

This Modification of Mortgage was prepared by: Shirley Dammeyer, Lending Officer



This EXHIBIT B TO MORTGAGE/DEED OF TRUST is attached to and by this reference is made a part of the Modification of Mortgage, dated February 17, 2011, and executed in connection with a loan or other financial accommodations between FIRST FINANCIAL BANK, N.A. and 912 AVENUE H LLC.

ACKNOWLEDGMENT REGARDING CONTINUED SECURITY OF ORIGINAL MORTGAGE

Grantor hereby acknowledges that the Property is currently encumbered by a certain Real Estate Mortgage in the amount of \$230,000.00 dated as of March 3, 2008 granted by Grantor in favor of Lender, which mortgage was recorded as Instrument No. 2008 016473 of the Lake County, State of Indiana real estate records (the "Prior Mortgage). This Mortgage relates to and secures the same debt and obligations secured by the Prior Mortgage (such debt and obligations all arising out of and relating to Loan Number 2230092645), which debt and obligations have been renewed, amended, and restated pursuant to the Related Documents and other loan documents described in this Mortgage, together with any past or present restatements, renewals or amendments of former Loan Number 2230092645. It is not the Grantor's intent that the granting of this Mortgage shall in any way release or impair the Prior Mortgage (including the priority of such Prior Mortgage) or the debt or obligations secured thereby. Grantor hereby acknowledges and reaffirms the validity and continued existence of the Prior Mortgage, the lien of the Prior Mortgage, all terms set forth in the Prior Mortgage, and all debt and obligations secured thereby. Moreover, Grantor hereby intends that the Prior Mortgage shall maintain its priority.

THIS EXHIBIT B TO MORTGAGE/DEED OF TRUST IS EXECUTED ON FEBRUARY 17, 2011.

GRANTOR:

912 AVENUE H LLC

By: Nicholas A. Georgiou
Nicholas A. Georgiou, Member of 912 AVENUE H LLC

LENDER:

FIRST FINANCIAL BANK, N.A.

X Shirley Dammeyer
Shirley Dammeyer, Lending Officer

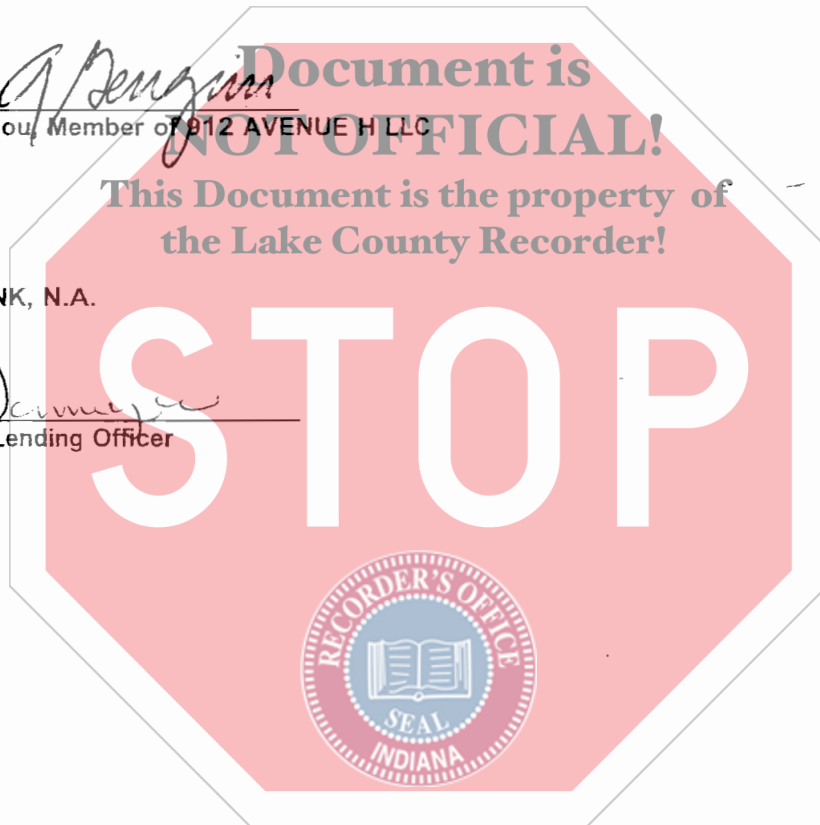


EXHIBIT "A" LEGAL DESCRIPTION

Reference : 2230092645
Name : 912 AVENUE H LLC
Deed Ref : 2008016472

Parcel #: 451103453008000006

THE EAST 376 FEET OF THE WEST 1128 FEET TO THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2008016472, OF THE LAKE COUNTY, INDIANA RECORDS.

