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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2012 008229

2012 FEB -1 AM 9:08

MICHAEL J. JOHNSON  
RECORDER

**RECORDATION REQUESTED BY:**

Providence Bank, LLC  
630 East 162nd Street  
P.O. Box 706  
South Holland, IL 60473

**WHEN RECORDED MAIL TO:**

Providence Bank, LLC  
630 East 162nd Street  
P.O. Box 706  
South Holland, IL 60473



**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated December 13, 2011, is made and executed between CROWN POINT VENTURES I LLC, whose address is 1001 E SUMMIT ST, CROWN POINT, IN 46307 (referred to below as "Grantor") and Providence Bank, LLC, whose address is 630 East 162nd Street, P.O. Box 706, South Holland, IL 60473 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 18, 2004 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

November 23, 2004 as Document No. 2004 099073.

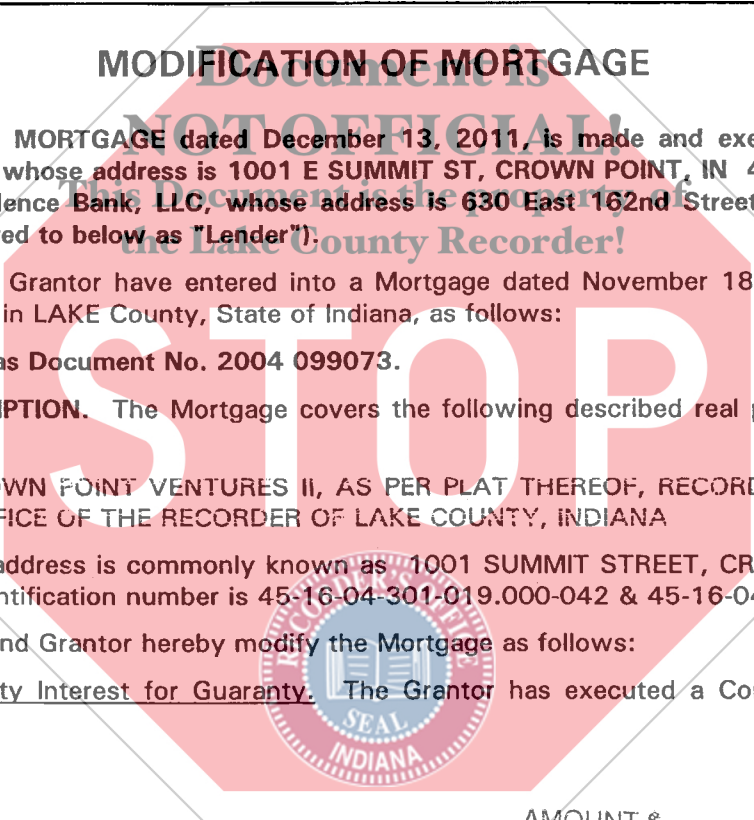
**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in LAKE County, State of Indiana:

LOTS 1 AND 3, CROWN POINT VENTURES II, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 100 PAGE 61, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 1001 SUMMIT STREET, CROWN POINT, IN 46307. The Real Property tax identification number is 45-16-04-301-019.000-042 & 45-16-04-301-020.000-042.

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

- Additional Security Interest for Guaranty. The Grantor has executed a Commercial Guaranty dated



AMOUNT \$ 21.00 REF #  
 CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
 CHECK # 0193304 019357  
 OVERAGE \_\_\_\_\_  
 COPY \_\_\_\_\_  
 NON-COM \_\_\_\_\_  
 CLERK LN  
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**MODIFICATION OF MORTGAGE  
(Continued)**

December 13, 2011 ("Guaranty"). which guarantees full payment and satisfaction of the Indebtedness of Crown Point Ventures II, LLC to Lender ("CPV II Indebtedness"). Grantor hereby agrees and consents to the inclusion of the Guaranty within the meaning of the "Existing Indebtedness" or "Indebtedness" as referenced in the Mortgage. Accordingly, the Guaranty will be secured by the Mortgage.

2. Limitation of Lender's Cross Collateralization Rights. Lender consents and agrees that in the event of a sale or refinance of the Real Property, the Lender's right to attach net proceeds to pay down the CPV II Indebtedness shall be limited to the minimum amount necessary to reduce the loan to value ratio of the CPV II Indebtedness to 80%.

3. Maximum Lien. The Maximum Lien amount set forth in the Mortgage shall be modified to \$2,000,000.00.


**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 endorser 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.

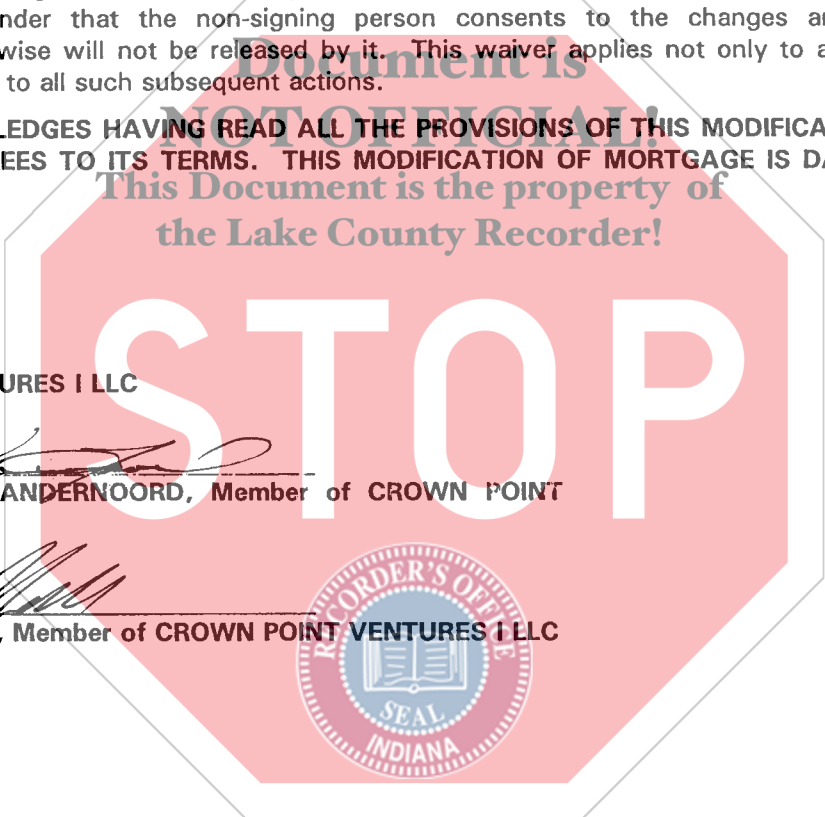
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 13, 2011.**

**GRANTOR:**

**CROWN POINT VENTURES I LLC**

By:   
**DOUGLAS R VANDERNOORD, Member of CROWN POINT VENTURES I LLC**

By:   
**RICK L MOSSELL, Member of CROWN POINT VENTURES I LLC**



MODIFICATION OF MORTGAGE  
(Continued)

LENDER:

PROVIDENCE BANK, LLC

x Chetan M. Zia  
Authorized Signer

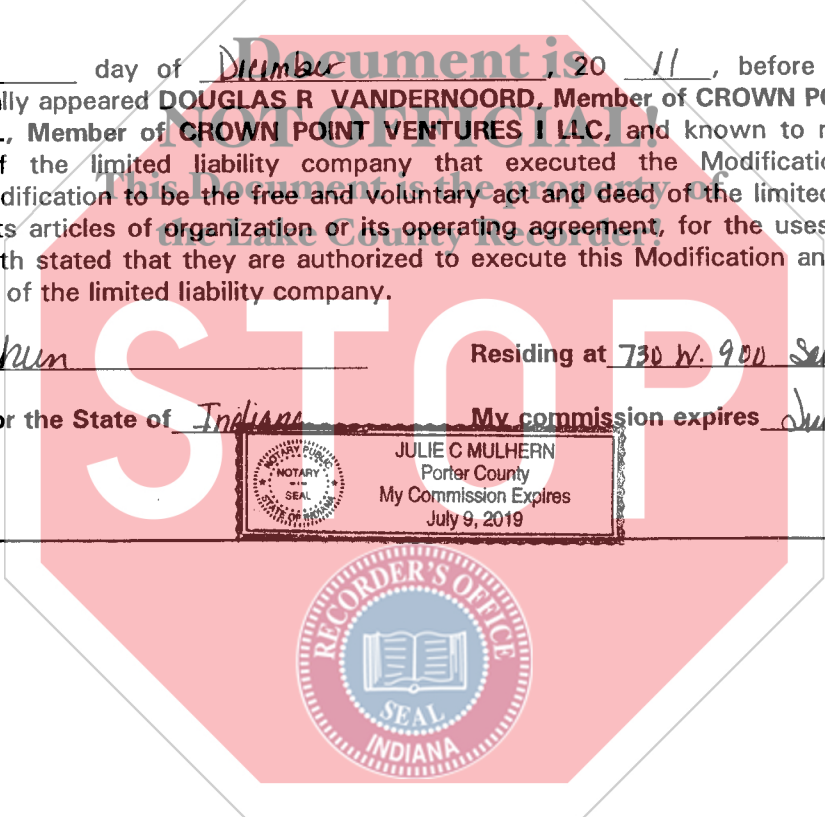
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 12th day of December, 2011, before me, the undersigned Notary Public, personally appeared **DOUGLAS R VANDERNOORD**, Member of **CROWN POINT VENTURES I LLC** and **RICK L MOSSELL**, Member of **CROWN POINT VENTURES I LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Julie C. Mulhern Residing at 730 W. 900 South, Hibern, IN 46341  
Notary Public in and for the State of Indiana My commission expires July 9, 2019

JULIE C MULHERN  
Porter County  
My Commission Expires  
July 9, 2019

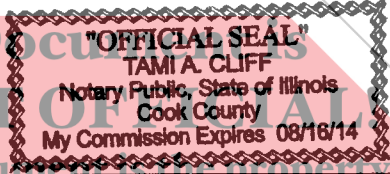


LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF Cook )

On this 13th day of December, 20 11, before me, the undersigned Notary Public, personally appeared Christine Zima and known to me to be the Vice President, authorized agent for **Providence Bank, LLC** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Providence Bank, LLC**, duly authorized by **Providence Bank, LLC** 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 **Providence Bank, LLC**.

By Tami A. Cliff Residing at Chgo Hts, IL  
Notary Public in and for the State of IL My commission expires 08/16/2014



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 (Rebecca Worley, Commercial Services Associate).

This Modification of Mortgage was prepared by: **Rebecca Worley, Commercial Services Associate**

