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MICHELLE T. FAJMAN  
RECORDER

**MODIFICATION AGREEMENT**

THIS MODIFICATION AGREEMENT ("Modification") is made as of 20<sup>th</sup> day of August, 2012, by CHRISTOPHER P. DUNN, of Lake County, Indiana ("Borrower") and SCHILLING BROTHERS LUMBER AND HARDWARE, INC., of Lake County, Indiana ("Lender").

**RECITALS:**

WHEREAS, Lender has made a loan (the "Loan") to Borrower in the amount of THIRTY-SIX THOUSAND TWO HUNDRED FORTY DOLLARS (\$36,240.00). To evidence the Loan Borrower executed and delivered to Lender a Promissory Note (the "Note"), dated December 6, 2005, in the original principal amount of THIRTY-SIX THOUSAND TWO HUNDRED FORTY DOLLARS (\$36,240.00) to the order of the Lender (this amount or so much as is outstanding from time to time is referred to as the "Principal"). The Note, among other things, evidences the Borrower's current obligation to repay to the Lender with interest those amounts described in the Note. In order to secure the Note, Borrower executed and delivered to Lender:

1. A Mortgage dated December 6, 2005, recorded on December 20, 2005, as Document No. 2005-114293 in the Office of the Lake County Recorder (the "Recorder's Office").

2. The mortgage constitutes a valid lien on the following described property, to wit:

**PARCEL 1:** Lot 18, except the North 35.0 feet thereof, in the Country Meadows Planned Development Residential, as per plat thereof, recorded in the Plat Book 90, Page 58, in the Office of the Recorder of Lake County, Indiana  
Commonly known as: 10705 Keystone Lane, Crown Point, Indiana  
Parcel No. 45-17-05-479-018.000-047

WHEREAS, the parties hereto desire to execute this Modification to change the payment terms, interest rate and maturity date on the Note.

**AGREEMENTS:**

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing Recitals are incorporated in the Modification as if fully set forth therein. Any initially capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Mortgage.
2. Borrower and Lender agree that the balance due on said note as of July 31, 2012 is \$44,602.22.
3. The unpaid balance shall continue to bear interest at the rate of six percent (6%) per annum commencing July 31, 2012.
4. Borrower and Lender acknowledge and agree that the maturity date set forth in the Note is hereby modified and changed to July 31, 2014, which shall be the date of final payment, if the note is not prepaid prior to that date.
5. This Modification shall be governed by and construed in accordance with the laws of the State of Indiana.
6. All other provisions of the Note and Mortgage shall remain unmodified.

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IN WITNESS WHEREOF, the parties hereto have caused this Modification to be executed by and delivered as of the day and year first above written.

**BORROWER:**

By: Christopher P. Dunn  
Christopher P. Dunn

**LENDER:**

**SCHILLING BROTHERS LUMBER AND  
HARDWARE, INC.**

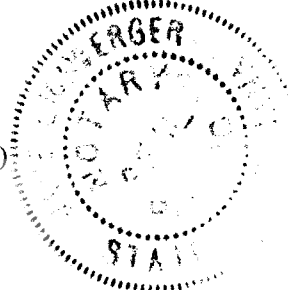
By: Dean E. Schilling  
Dean E. Schilling, Vice-President

STATE OF INDIANA, COUNTY OF LAKE, SS:

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that **CHRISTOPHER P. DUNN** is personally known to me to be the same individual whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of August 2012.

Jane Nonberger (SEAL)  
Notary Jane Nonberger

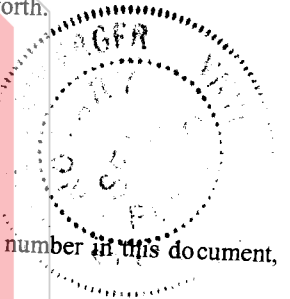


STATE OF INDIANA, COUNTY OF LAKE, SS:

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that **DEAN E. SCHILLING, Vice-President of Schilling Brothers Lumber and Hardware, Inc.**, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of August 2012.

Jane Nonberger (SEAL)  
Notary Jane Nonberger



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. Thomas L. Kirsch

**PREPARED BY and MAIL TO: Thomas L. Kirsch, 131 Ridge Road, Munster, IN 46321**

