

3

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 058022

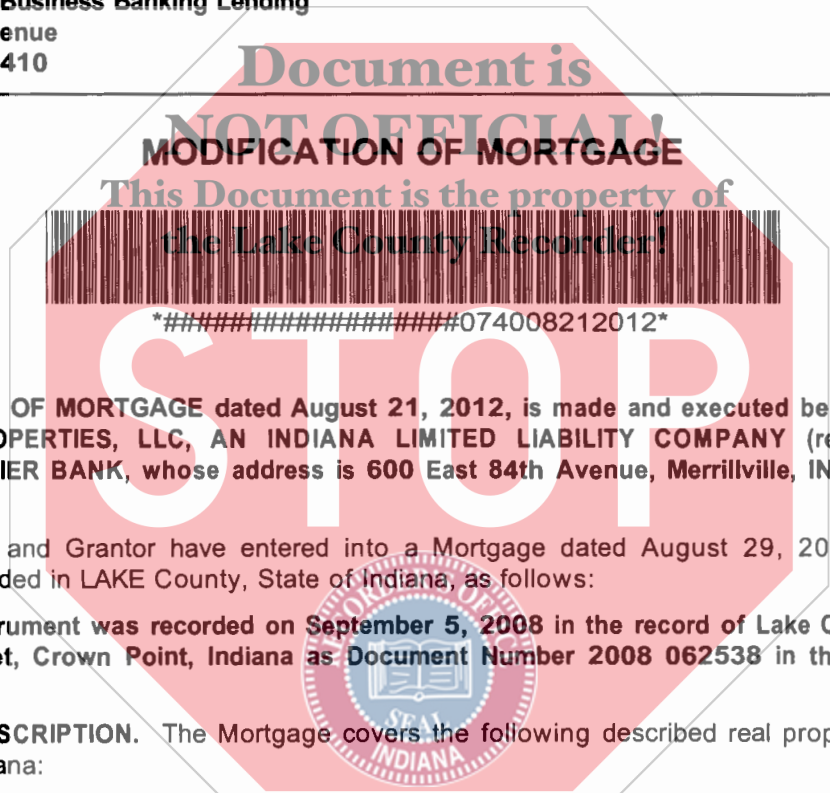
2012 AUG 27 PM 12:08

MICHELLE E. FAJMAN
RECORDER

RECORDATION REQUESTED BY:
CENTIER BANK
Corporate Center Business Banking Lending
600 East 84th Avenue
Merrillville, IN 46410

WHEN RECORDED MAIL TO:
CENTIER BANK
Corporate Center Business Banking Lending
600 East 84th Avenue
Merrillville, IN 46410

SEND TAX NOTICES TO:
CENTIER BANK
Corporate Center Business Banking Lending
600 East 84th Avenue
Merrillville, IN 46410



THIS MODIFICATION OF MORTGAGE dated August 21, 2012, is made and executed between MERRILLVILLE SOUTH SHORE PROPERTIES, LLC, AN INDIANA LIMITED LIABILITY COMPANY (referred to below as "Grantor") and CENTIER BANK, whose address is 600 East 84th Avenue, Merrillville, IN 46410 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 29, 2008 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

The Security Instrument was recorded on September 5, 2008 in the record of Lake County, Indiana 2293 North Main Street, Crown Point, Indiana as Document Number 2008 062538 in the original amount of \$1,200,000.00.

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

Lot 5, except the South 58.39 feet by parallel lines thereof, in the re-subdivision of Tract "F" in Phase One, Broadfield Center in Merrillville, as per plat thereof, recorded in Plat Book 55, page 15, in the Office of the Recorder of Lake County, Indiana.

The Real Property or its address is commonly known as 9001 BROADWAY, MERRILLVILLE, IN 46410-7041.

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

The Original Mortgage amount has been increased from \$1,200,000.00 to \$1,740,000.00
The Maximum Lien. The lien of this Mortgage shall not exceed at any one time \$3,480,000.00

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

AMOUNT \$ 19.00
CASH CHARGE
CHECK# 1010752
OVERAGE 1.00
COPY
NON-CONF
DEPUTY UR
E

MODIFICATION OF MORTGAGE
(Continued)

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 AUGUST 21, 2012.

GRANTOR:

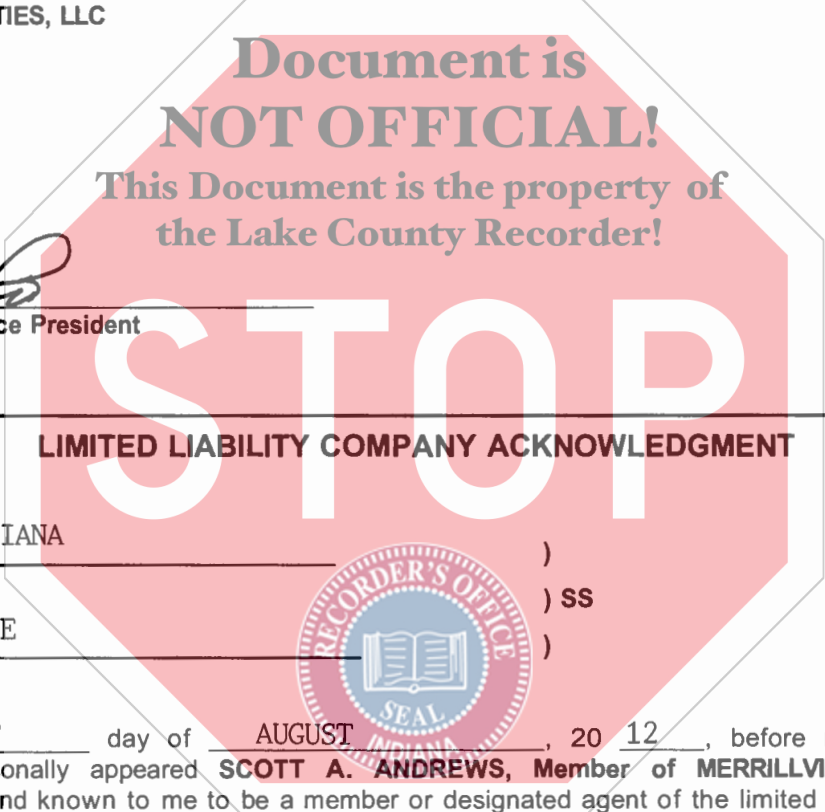
MERRILLVILLE SOUTH SHORE PROPERTIES, LLC

By: [Signature]
SCOTT A. ANDREWS, Member of MERRILLVILLE SOUTH SHORE PROPERTIES, LLC

LENDER:

CENTIER BANK

X [Signature]
PAUL B. THIEL, Vice President



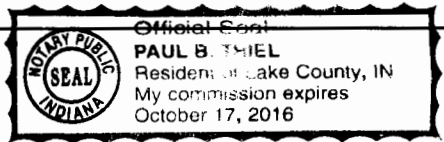
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAKE)



On this 21ST day of AUGUST, 20 12, before me, the undersigned Notary Public, personally appeared **SCOTT A. ANDREWS, Member of MERRILLVILLE SOUTH SHORE PROPERTIES, 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 [Signature] Residing at _____
Notary Public in and for the State of _____ My commission expires _____



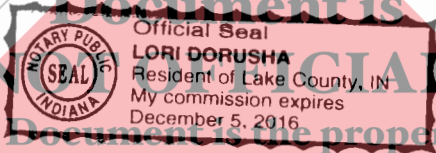
MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 21ST day of AUGUST, 20 12, before me, the undersigned Notary Public, personally appeared **PAUL B. THIEL** and known to me to be the **Vice President**, authorized agent for **CENTIER BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **CENTIER BANK**, duly authorized by **CENTIER BANK** 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 **CENTIER BANK**.

By *[Signature]* Residing at LAKE
Notary Public in and for the State of Indiana My commission expires 12/5/16



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 (PAUL B. THIEL, VICE PRESIDENT).

Paul B. Thiel
This Modification of Mortgage was prepared by: **PAUL B. THIEL, VICE PRESIDENT**

