

151
MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT ("**Modification**") is made as of ___ day of May 2011, by WILLIAM F. PETRITES and STANLEY PETRITES, as Trustees of the Stanley J. Petrites, Sr. and Helen M. Petrites Declaration of Trust Dated December 15, 1997, of Lake County, Indiana ("**Borrower**") and PATRICIA K. KIRSCH of Lake County, Indiana ("**Lender**").

RECITALS:

WHEREAS, Lender has made a loan (the "**Loan**") to Borrower in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). To evidence the Loan Borrower executed and delivered to Lender a Promissory Note (the "**Note**"), dated March 6, 2007, in the original principal amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) 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 March 6, 2007, recorded on March 8, 2007, as Document No. 2007-020281 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: **SEE ATTACHED EXHIBIT "A"**
Commonly known as 8148 - 8200 Indianapolis Boulevard, Highland, IN 46324

WHEREAS, the parties hereto desire to execute this Modification to change the 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 acknowledge and agree that the maturity date set forth in the Note is hereby modified and changed to November 1, 2013.

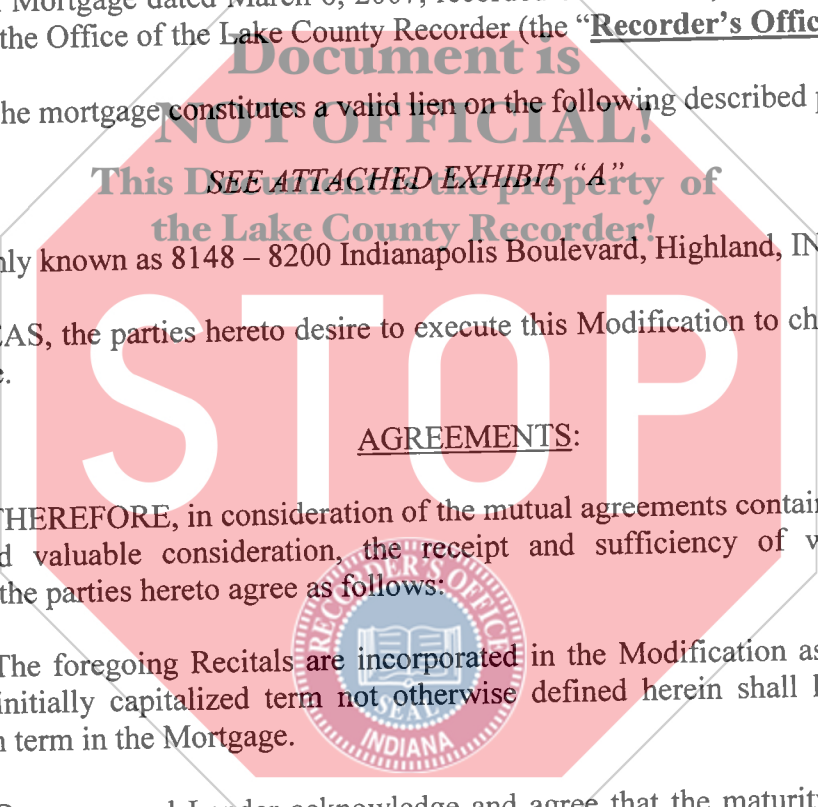
3. Borrower and Lender acknowledge and agree that the Borrower shall pay to lender all accrued interest and principal on or before the maturity date.

2011
JUN 9 10:09

MICHAEL J. FAJMAN
RECORDER

2012 JUN 31 AM 10:45

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD



21.00
29102
44
NONCONF

4. Borrower shall reimburse Lender for recording costs incurred in the recording of this document.

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.

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

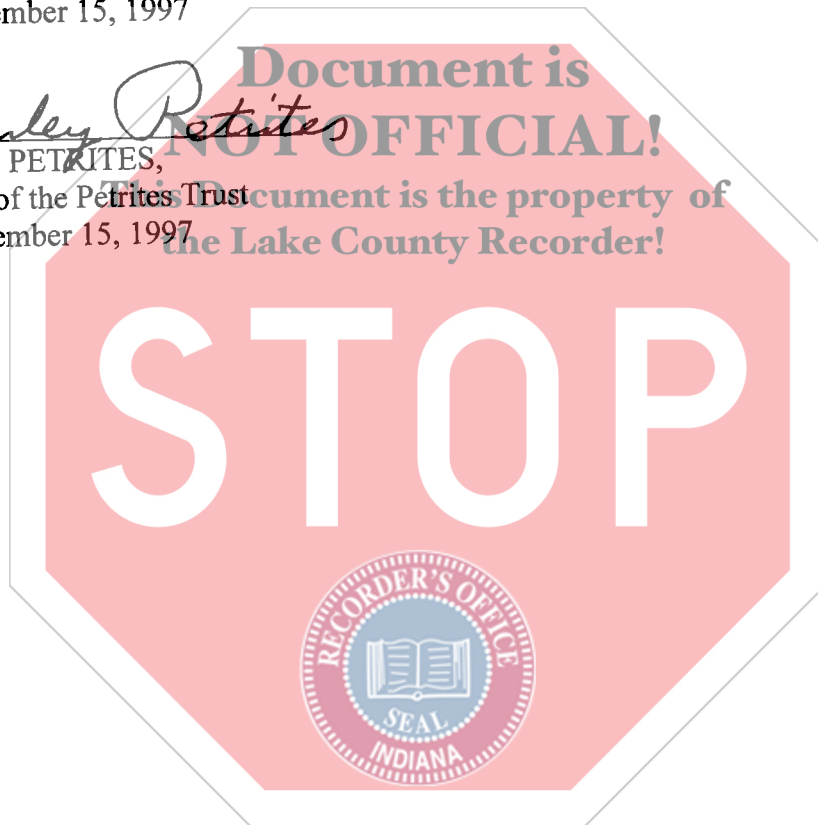
BORROWER:

LENDER:

By: William F. Petrites
WILLIAM F. PETRITES,
as Trustee of the Petrites Trust
Dated December 15, 1997

Patricia K. Kirsch
PATRICIA K. KIRSCH

By: Stanley Petrites
STANLEY PETRITES,
as Trustee of the Petrites Trust
Dated December 15, 1997

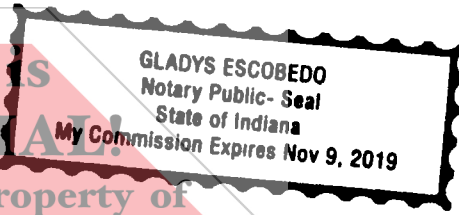


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that **WILLIAM F. PETRITES and STANLEY PETRITES** are personally known to me to be the same individuals whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of THE PETRITES TRUST DATED DECEMBER 15, 1997, for the uses and purposes therein set forth.

Given under my hand and official seal this 10th day of August 2012

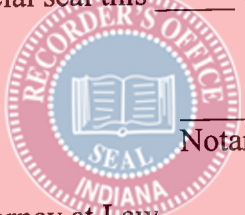
[Signature] (SEAL)
Notary



STATE OF ILLINOIS) This Document is the property of
) SS. the Lake County Recorder!
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that **PATRICIA K. KIRSCH** 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 she 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 _____ day of _____ 20__.



Notary (SEAL)

Prepared by: Thomas L. Kirsch, Attorney at Law
Return to: Thomas L. Kirsch, Attorney, 131 Ridge Road, Munster, IN 46321



EXHIBIT A

Parcel 1: Part of the Northeast Quarter of the Northeast Quarter of Section 20, Township 36 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as beginning at a point on the Northeast right-of-way line of the Chicago and Erie Railroad Company, which point is 761.79 feet Southeasterly of the point of intersection of United States Government Meander line of the South bank of the Little Calumet River, Survey of 1834 and said Northeast right-of-way line of the Chicago and Erie Railroad Company; thence Southeasterly along said Railroad right-of-way line, a distance of 232 feet; thence North 52 degrees 12 minutes East 137 feet to the Southwesterly line of Southeastern Avenue (U.S. Highway #41); thence Northwesterly along the Southwesterly line of said Highway, a distance of 232 feet; thence Southwesterly 137 feet to the place of beginning, in the Town of Highland, in Lake County, Indiana, except that part deeded to the State of Indiana for highway purposes in Warranty Deeds recorded February 26, 1996 as Document No. 96013069 and in Warranty Deed recorded June 27, 2001 as Document No. 2001 050181.

Parcel 2: Part of the Northeast Quarter of the Northeast Quarter of Section 20, Township 36 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, described as beginning at a point on the Northeast right-of-way line of the Chicago and Erie Railroad Company, which point is 993.79 feet Southeasterly of the point of intersection of the United States Government Meander line of the South bank of the Little Calumet River, Survey of 1834 and said Northeast right-of-way line of the Chicago and Erie Railroad Company; thence Southeasterly along said Railroad right-of-way line, 71.36 feet; thence North 52 degrees 12 minutes East, 137 feet to the Southwesterly line of the Southeastern Avenue (U.S. Highway #41); thence Northwesterly along the Southwesterly line of said Highway, 71.36 feet; thence Southwesterly 137 feet to the place of beginning, in the Town of Highland, Lake County, Indiana, except that part deed to the State of Indiana for highway purposes in Warranty Deed recorded June 27, 2001 as Document No. 2001 050181.

Parcel 3: Part of the Southeast Quarter of the Southeast Quarter of Section 17, Township 36 North, Range 9 West of the 2nd Principal Meridian, and part of the Northeast Quarter of the Northeast Quarter of Section 20, Township 36 North, Range 9 West of the Second Principal Meridian described as beginning at a point on the Northeasterly right-of-way line of the Chicago and Erie Railroad Company, said point being 402.86 feet Southeasterly from the intersection of the Northeasterly of said railroad with the U.S. Government Meander Line of the South bank of the Little Calumet River, Survey of 1834; thence Northeasterly at right angles to said Northeasterly right-of-way line of the Chicago and Erie Railroad, a distance of 137.00 feet to the Southwesterly line of Southeastern Avenue (U.S. Highway #41); thence in a Southeasterly direction along the Southwesterly line of said Highway, a distance of 358.93 feet; thence Southwesterly at right angles to the Southwesterly line of said Southeastern Avenue (U.S. Highway #41), a distance of 137.00 feet to the Northeasterly right-of-way line of said Chicaog and Erie Railroad Company; thence Northwesterly along said Northeasterly right-of-way line of the Chicago and Erie Railroad Company, a distance of 358.93 feet to the point of beginning, in the Town of Highland, Lake County, Indiana, except that part deeded to the State of Indiana for highway purposes in Warranty Deed recorded June 27, 2001 as Document No. 2001 050181.

EXHIBIT A

Parcel 4: Part of the Southeast Quarter of the Southeast Quarter of Section 17, and part of the Northeast Quarter of the Northeast Quarter of Section 20 and part of the Northwest Quarter of the Northwest Quarter of Section 21, all in Township 36 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, being more particularly described as follows: Beginning at a point on the Northeasterly right-of-way line of the Chesapeake and Ohio Railway System, said point being 513.33 feet Southeasterly from the intersection of the Northeasterly line of said Railroad right-of-way with the U.S. Government Meander Line of the South bank of the Little Calumet River, Survey of 1834; thence South 37 degrees 48 minutes 00 seconds East along said Northeasterly right-of-way line, a distance of 1428.93 feet; thence South 52 degrees 12 minutes 00 seconds West, a distance of 100.00 feet; thence North 37 degrees 48 minutes 00 seconds West, a distance of 1428.93 feet; thence North 52 degrees 12 minutes 00 seconds East, a distance of 100 feet to the point of beginning.

Parcel 5: Part of the Southeast Quarter of the Southeast Quarter of Section 17 and part of the Northeast Quarter of the Northeast Quarter of Section 20 and part of the Northwest Quarter of the Northwest Quarter of Section 21, all in Township 36 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana being particularly described as commencing at a point in the Northeasterly right-of-way line of the Chicago and Erie Railroad Company, said point being 1056.22 feet Southeasterly from the intersection of the Northerly line of said Railroad with the U.S. Government Meander Line of the South bank of the Little Calumet River, Survey of 1834, in Lake County, Indiana; thence continuing Southeasterly along the Northerly right-of-way line of the Chicago and Erie Railroad Company, 775.57 feet; thence Southwesterly normal to the Northerly right-of-way line of Chicago and Erie Railroad Company, 99 feet to the Southerly right-of-way line of the Chicago and Erie Railroad Company; thence Northwesterly along the Southerly right-of-way line of the Chicago and Erie Railroad Company, 775.57 feet; thence Northeasterly normal to the Southerly right-of-way line of the Chicago and Erie Railroad Company, 99 feet to the point of beginning.

Parcel 6: Part of the Southeast Quarter of the Southeast Quarter of Section 17 and part of the Northeast Quarter of the Northeast Quarter of Section 20, all in Township 36 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, being particularly described as commencing at a point on the Northeasterly right-of-way line of Chicago and Erie Railroad Company, said point being 402.86 feet Southeasterly from the intersection of the Northerly line of said Railroad with the U.S. Government Meander line of the South bank of the Little Calumet River, Survey of 1834, said point also being the Southwest corner of Lot 1 in Petrites Addition, Unit 1, to the Town of Highland recorded in Plat Book 44 page 67, in the Office of the Recorder of Lake County, Indiana; thence continuing Southeasterly along the Northerly right-of-way line of the Chicago and Erie Railroad Company, 653.36 feet; thence Southwesterly normal to the Northerly right-of-way line of the Chicago and Erie Railroad Company, 99 feet to the Southerly right-of-way line of the Chicago and Erie Railroad Company; thence Northwesterly along the Southerly right-of-way line of the Chicago and Erie Railroad Company, 653.36 feet, thence Northeasterly normal to the Southerly right-of-way line of the Chicago and Erie Railroad Company, 99 feet to the point of beginning.