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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 026409

2013 APR 12 PM 12: 08

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

Libertyville Bank and Trust
507 N. Milwaukee Ave
Libertyville, IL 60048

WHEN RECORDED MAIL TO:

Libertyville Bank and Trust
507 N. Milwaukee Ave
Libertyville, IL 60048



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 27, 2013, is made and executed between Townes of Lowell Builders Incorporated, an Indiana Corporation (referred to below as "Grantor") and Libertyville Bank and Trust, whose address is 507 N. Milwaukee Ave, Libertyville, IL 60048 (street or rural route address: 507 N. Milwaukee Avenue, _____, Libertyville, IL 60048) (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 9, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on October 27, 2006 as Document Number 2006 094285.

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

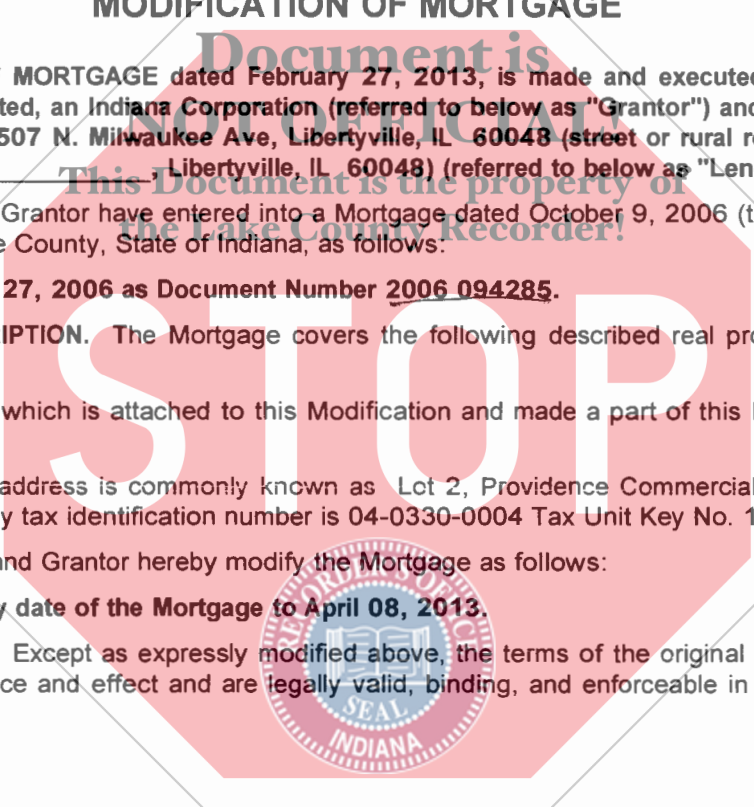
See See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as Lot 2, Providence Commercial of Lowell, Lowell, IN 46356. The Real Property tax identification number is 04-0330-0004 Tax Unit Key No. 17.

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

Changing the Maturity date of the Mortgage to April 08, 2013.

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



AMOUNT \$ 23
CASH _____ CHARGE _____
CHECK# 104975
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY 00

Ref 1

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**MODIFICATION OF MORTGAGE
(Continued)**

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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.

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 27, 2013.

GRANTOR:

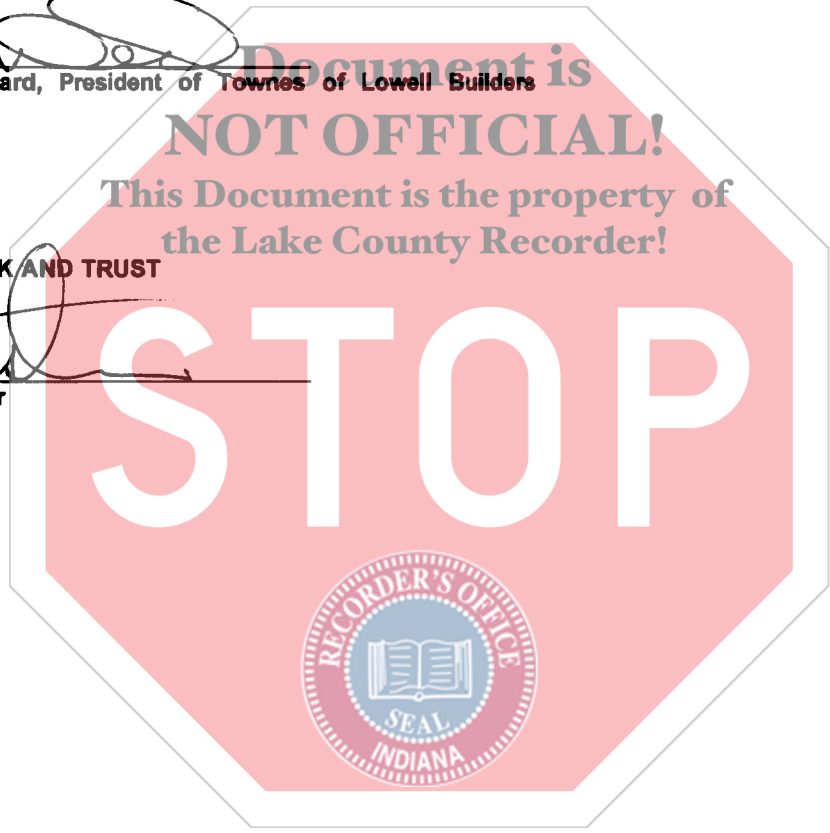
TOWNES OF LOWELL BUILDERS INCORPORATED

By: 
Peter E. Manhard, President of Townes of Lowell Builders
Incorporated

LENDER:

LIBERTYVILLE BANK AND TRUST

x 
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 880045458-4

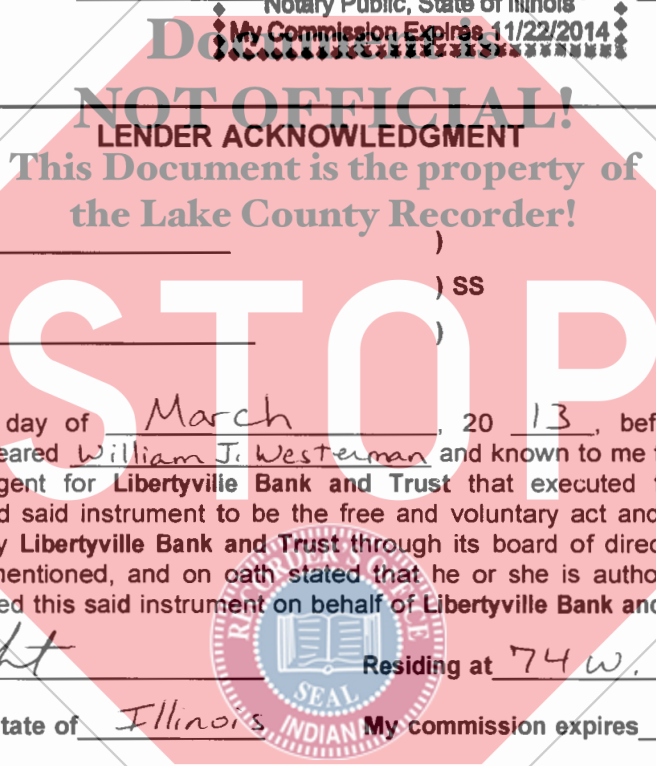
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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

On this 5th day of MARCH, 20 13, before me, the undersigned Notary Public, personally appeared **Peter E. Manhard, President of Townes of Lowell Builders Incorporated**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By William M. Laytin Residing at 806 E. Burr Oak Ave. Lake, IL
Notary Public in and for the State of Illinois
"OFFICIAL SEAL"
WILLIAM M. LAYTIN
My Commission Expires 11/22/2014



STATE OF Illinois)
) SS
COUNTY OF Lake)

On this 5th day of March, 20 13, before me, the undersigned Notary Public, personally appeared William J. Westerman and known to me to be the Exec. V.P., authorized agent for **Libertyville Bank and Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Libertyville Bank and Trust**, duly authorized by Libertyville Bank and Trust 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 **Libertyville Bank and Trust**.

By D Slaughter Residing at 74 W. Arden Lane Round Lake
Notary Public in and for the State of Illinois My commission expires 1-28-17

"OFFICIAL SEAL"
D SLAUGHTER
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 01/28/2017

**MODIFICATION OF MORTGAGE
(Continued)**

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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 (Santow Shamon).

This Modification of Mortgage was prepared by: Santow Shamon



RECORDING PAGE

