

10

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 026860

2013 APR 16 AM 9:26

MICHAEL B. BROWN  
RECORDER

RECORDATION REQUESTED BY:  
FirstSecure Bank and Trust Company  
10360 South Roberts Road  
Palos Hills, IL 60465

WHEN RECORDED MAIL TO:  
FirstSecure Bank and Trust Company  
10360 South Roberts Road  
Palos Hills, IL 60465

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated January 1, 2013, is made and executed between Shree Shakti Development, LLC, whose address is 3325 Hart Street, Dyer, IN 46311 (referred to below as "Grantor") and FirstSecure Bank and Trust Company, whose address is 10360 South Roberts Road, Palos Hills, IL 60465 (street or rural route address: 10360, S. Roberts Road, Palos Hills, IL 60465) (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated December 18, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded December 29, 2006 as Document Number 2006 114263 and a modification recorded March 13, 2012 as Document Number 2012 017314 in the Office of the Lake County, Indiana Recorder of Deeds.

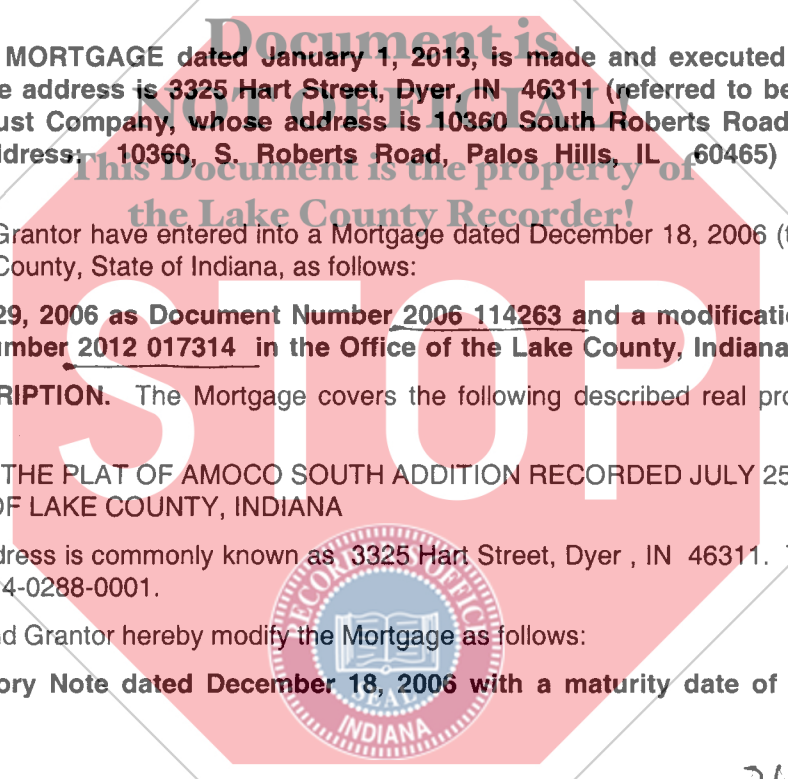
**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Lake County, State of Indiana:

LOT 1 AS SHOWN ON THE PLAT OF AMOCO SOUTH ADDITION RECORDED JULY 25, 2000 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 3325 Hart Street, Dyer, IN 46311. The Real Property tax identification number is 12-14-0288-0001.

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

The original Promissory Note dated December 18, 2006 with a maturity date of January 1, 2012 in the



2 RGF

AMOUNT \$ 34<sup>00</sup>  
CASH          CHARGE           
CHECK# 34814 + 34671  
OVERAGE           
COPY           
NON-CONF           
DEPUTY pp

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 11574660

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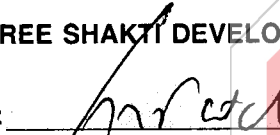
original amount of \$2,343,750.00 from Shree Shakti Development, LLC to Family Bank and Trust Company n/k/a FirstSecure Bank and Trust Co. was modified to extend the maturity date to January 1, 2013, change the amortization from 25 years to 20 years, change the monthly principal and interest payment to \$18,512.85 beginning with the February 1, 2012 payment is now modified to extend the maturity date to January 1, 2014, change the monthly principal and interest payment to \$18,514.56 and change the amortization from 20 years to 19 years.

**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 JANUARY 1, 2013.**

**GRANTOR:**

**SHREE SHAKTI DEVELOPMENT, LLC**

By:   
Hemant J. Patel, Member of Shree Shakti Development, LLC

By:   
Kalpesh Patel, Member of Shree Shakti Development, LLC

By:  POA FOR Dipak Patel  
Dipak P. Patel, Member of Shree Shakti Development, LLC



MODIFICATION OF MORTGAGE  
(Continued)

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LENDER:

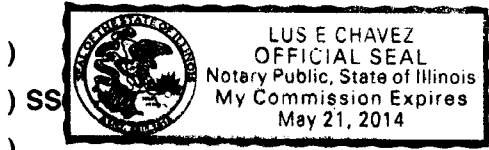
FIRSTSECURE BANK AND TRUST COMPANY

X [Signature]  
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

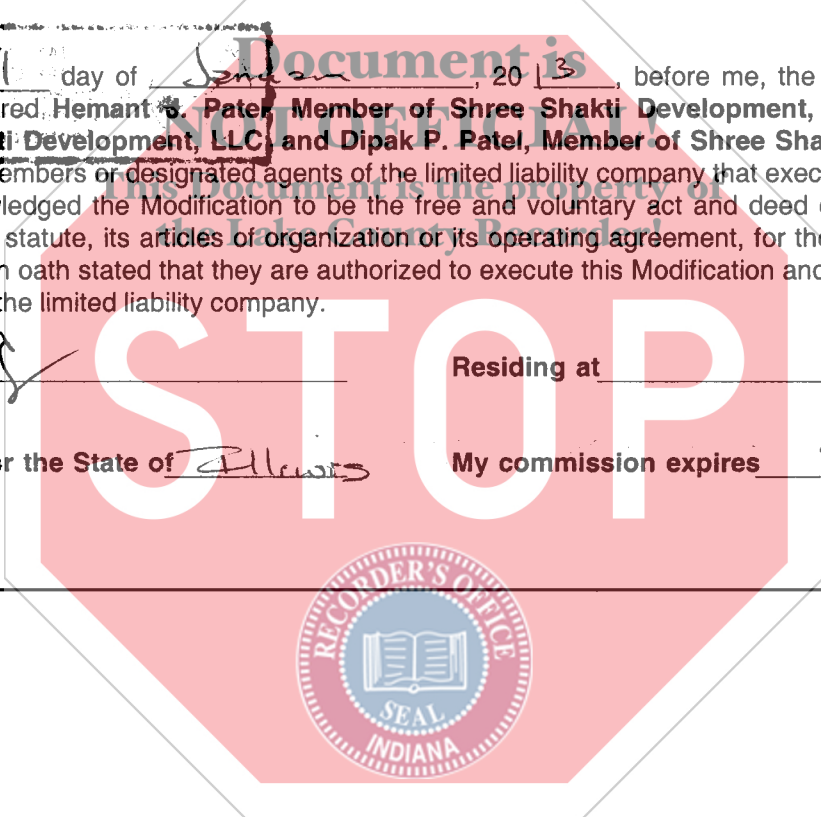
COUNTY OF Cook



On this 31 day of January, 2013, before me, the undersigned Notary Public, personally appeared **Hemant S. Patel, Member of Shree Shakti Development, LLC; Kalpesh Patel, Member of Shree Shakti Development, LLC, and Dipak P. Patel, Member of Shree Shakti Development, 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 [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois My commission expires 5/21/14



MODIFICATION OF MORTGAGE  
(Continued)

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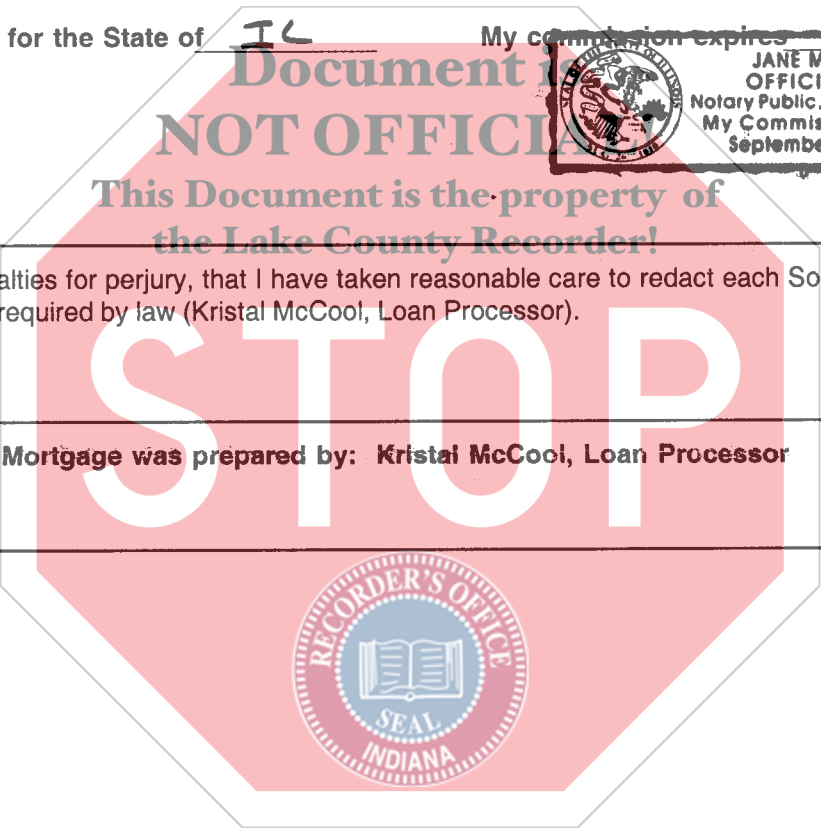
LENDER ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF Cook )

On this 31 day of JANUARY, 20 13, before me, the undersigned Notary Public, personally appeared W. Anthony Koff and known to me to be the VICE PRESIDENT, authorized agent for **FirstSecure Bank and Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FirstSecure Bank and Trust Company**, duly authorized by **FirstSecure Bank and Trust Company** 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 **FirstSecure Bank and Trust Company**.

By Jane McCool Residing at Palos Hills

Notary Public in and for the State of IL My commission expires 9-8-2014



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 (Kristal McCool, Loan Processor).

This Modification of Mortgage was prepared by: Kristal McCool, Loan Processor



## POWER OF ATTORNEY

I, **Dipak P. Patel**, of **Bartlett**, Illinois appoint **Harshil D. Patel**, ("my attorney"), samples of whose signature appears below, my true and lawful agent and attorney, for me and in my name with reference to any interest from time to time owned by me in any property, real or personal, wherever located ("property"), or other matters in which I from time to time may have a personal or financial interest:

1. To deposit in or withdraw from any bank, trust company, savings association, savings bank, safe deposit company, broker, and other depository or agent any money or other property and to examine or receive related records, including cancelled checks.

2. To open and enter on my behalf any safe deposit box rented or held by me alone or jointly with others, at any time to deposit in such box and to remove from such box any part or all of the contents thereof, including any security or tangible personal property, as often and as freely as I could do if personally present, to cancel or modify the lease under which such box is rented, to surrender or exchange the same, and to enter such box after my death to locate my will or burial documents.

3. To pay my ordinary household expenses, to arrange for and pay the costs of the services of a companion for me, medical, nursing, hospital, convalescent, and other health care and treatment, including admission to hospitals and consent to treatment, and to make application for insurance, pension, or employee benefits related to such health care and treatment.

4. To retain, invest in, acquire by purchase, subscription, lease, or otherwise, manage, sell, contract to purchase or sell, grant, obtain or exercise options to purchase, options to sell or conversion rights, assign, transfer, replace, convey, deliver, endorse, exchange, pledge, mortgage, abandon, improve, repair, maintain, insure, lease for any term, and otherwise deal with all property, and to release and waive any right of homestead or any rights as a spouse therein.

5. To enter upon and demand possession of, maintain, manage, improve, subdivide, resubdivide, raze, alter, dedicate, vacate, partition, release, lease, renew, amend, or extend leases for any term, contract to make leases, grant options to lease or to purchase the whole or any part of any interest in real estate whether in fee, a reversion, a remainder, a life estate, a term of years, or otherwise, contract regarding the manner of fixing present or future rentals, grant easements or charges of any kind on or with respect to, and cultivate, irrigate, and operate, all interests in real estate now or hereafter owned by me, including beneficial interests in any trust and leasehold interests, and related improvements, equipment and supplies, alone or with others, by general or limited partnerships, trust agreements, joint ventures, corporations, associations, sharecrop agreements, leases, management or agency agreements, participation in government programs or otherwise.

6. To borrow from any source for any purpose and mortgage or pledge any property to any lender, including any attorney individually.



7. To demand, sue for, receive, and otherwise take steps to collect or recover all debts, rents, proceeds, interest, dividends, annuities, securities, money, goods, chattels, legacies, income from property, damages, and all other property to which I may be entitled or which are or may become due me from any person, agency, state, government, governmental unit, or entity; to commence, prosecute, or enforce, or to defend, answer, or oppose, contest, and abandon all legal proceedings in which I am or may hereafter be interested; and to settle, compromise, or submit to arbitration any accounts, debts, claims, disputes, and matters now existing or which may hereafter arise between me and any other person, organization, agency, state, government, governmental unit, or entity and to grant an extension of time for the payment or satisfaction thereof on any terms, with or without security.

8. To continue to carry, purchase, cancel, or dispose of fire, casualty, property, or income protection, medical, hospital, life, liability, or other insurance and to pay any premiums thereon.

9. To vote and give proxies to vote securities and approve or oppose mergers, consolidations, foreclosures, liquidations, reorganizations, or changes in the financial structure of any organization, and all other matters which may come before the shareholders; and to enter into voting trusts and other agreements restricting the voting, transfer, or other use or disposition of interests in any organization.

10. To retain, continue, operate, manage, organize, acquire, invest in, terminate, and dispose of, alone or with others, proprietorships, corporations, limited liability companies, limited or general partnerships, joint ventures, land trusts, or other business or property-holding organizations under the laws of any jurisdiction; to lease, sell, purchase, or otherwise transfer any property to or from, make further investments in or advance or loan funds to, with or without security, and incur obligations on account of or for the benefit of, any such organization; and to employ any persons for such purposes and delegate to them such powers and discretions as my attorney considers advisable.

11. To undertake performance of any and all acts, whether or not otherwise specifically enumerated herein, including the sale of any property or the borrowing of any funds, which my attorney considers necessary or appropriate in order to purchase United States treasury bonds redeemable at par in payment of federal estate taxes; provided, however, that nothing herein shall be construed as requiring my attorney to acquire any such bonds.

12. To appear and represent me in regard to and to take all actions convenient or appropriate in connection with taxes imposed by any municipal, state, United States, foreign authority, or government relating to any tax liability or refund, abatement or credit (including interest or penalties), due or alleged to be due from or to me or any other person or organization, association, or trust for which I am responsible for the preparation, signing, executing, verifying, acknowledging, or paying of any tax due or filing of a return or report, including without limitation federal or state excise, sales, use, estate, inheritance, intangible, personal property, income, gift, generation-skipping, or any other tax, for any and all taxable years or periods for any year or other period of time, including but not limited to any tax period beginning before or after 2005; and for such purposes to inspect or receive copies of any tax returns filed by or for

me, reports, other papers or documents, and make compromises or adjustments of any and all claims.

13. To prepare, draw, make, sign, execute, seal, acknowledge, verify, discount, accept, endorse, with or without recourse on me, waive demand, notice and notice of protest, file and deliver on my behalf any and all checks, options, orders, notes, drafts, overdrafts, certificates of deposit, bills of exchange, deeds, directions to land trustees, mortgages, leases, powers of sale, bonds (of indemnity or otherwise), contracts, transfers, assignments, proxies, agreements, receipts, releases, release deeds, composition agreements, discharges, federal or state excise, sales, use, estate, inheritance, intangible, personal property, income, gift, generation-skipping, or any other tax returns, estimates, declarations, certificates, schedules, statements, claims of abatement, refunds, or credits, protests, requests (including requests for rulings from proper authorities), applications, waivers (including waiver of restrictions on the assessment or collection of any deficiency or additional tax), acceptances (including acceptance of any determination or proposed determination of additional tax or over assessment or overpayment of tax, including interest and penalties), consents, waivers, or agreements for a later determination and assessment and collection of taxes than is provided by applicable statutes of limitations, offers in compromise, closing agreements (whether in respect of a tax liability or a specific matter or otherwise), petitions, pleadings, motions, stipulations, consents, and any other papers, documents, writings, or things, with or without guarantees, surety obligations, covenants, warranties, indemnifications, representations, powers of substitution, affirmations, or otherwise for any year or other period of time, including but not limited to any tax period beginning before or after January 1, 2005.

14. To appoint and employ, with or without compensation, any accountants, attorneys at law, investment counsel, agents, servants, or other persons, including their agents and associates, and to dismiss or discharge any one or more of them and to appoint or employ any others as my true and lawful attorneys, to appear and represent me as to all matters covered by this power of attorney, or for any other purpose, including, but not limited to, appearances before the Treasury Department of the United States, the Tax Court of the United States, the United States Claims Court or any other court of the United States or the District of Columbia, or any state, municipal, or foreign court, and any department or official of the United States government or any state, municipal, or foreign government, with full power and authority to such agents and attorneys to do any and all acts convenient or appropriate in connection with such matters, including the specific acts described in this instrument, and to substitute attorneys and agents subsequent to the date of such appointment and prior to any revocation thereof, and to delegate or revoke the authority so granted to them for any year or other period of time, including but not limited to any tax period beginning before or after January 1, 2005.

15. To pay, as my attorney shall think fit, any debts, or interest, payable by me, or taxes, assessments, and expenses due and payable or to become due and payable for my use and benefit, or for the use and benefit of any person to whom I have a legal obligation of support.

16. To the extent my attorney thinks I might have done, to make, unconditionally or upon such terms and conditions as my attorney shall think fit, such donations or contributions to publicly supported charities, private operating foundations, and private foundations, all as

defined in present Internal Revenue Code Sec. 170 or any equivalent statute. My attorney shall have sole discretion in making such donations or contributions, or my attorney may also make subscriptions, for any reason that my attorney determines such donations, contributions, or subscriptions shall be made.

17. To the extent my attorney thinks I might have done, to make, unconditionally or upon such terms and conditions as my attorney shall think fit, such gifts to any one or more of those persons consisting of my spouse, my descendants, and the spouses of my descendants in my attorney's sole discretion and for any reason my attorney determines.

18. To substitute and appoint in my attorney's place and stead (on such terms and at such salary or compensation as my attorney shall think fit), one or more attorney or attorneys to exercise for me as my attorney or attorneys any or all of the powers and authorities conferred in this instrument, and to revoke any such appointment from time to time, and to substitute or appoint any other or others in the place of such attorney or attorneys, as my attorney shall, from time to time, think fit.

19. Finally (without prejudice to and in enlargement of the authority conferred in this instrument) to execute each and every instrument, to undertake each and every obligation, and to take from time to time any and all action of whatsoever nature and with relation to any matters whatsoever, whether or not specifically mentioned herein, and to exercise in respect thereto as full and complete power and discretion as I myself might or could do.

My attorney shall exercise or omit to exercise the powers and authorities granted in this power of attorney in each case as my attorney in my attorney's own absolute discretion deems desirable or appropriate under existing circumstances. I ratify and confirm all that my attorney, and any agents and attorneys appointed by my attorney, and their agents, associates, and substitutes, may do by virtue of this instrument. Nothing in this instrument shall be construed as imposing a duty on my attorney to act or assume responsibility for any matters referred to above or other matters even though my attorney may have power or authority to do so.

If any power or authority conferred upon my attorney shall be invalid or unexercisable for any reason, or not recognized by any person, agency, state, government, governmental unit, other legal entity, or organization dealing with my attorney, the remaining powers and authorities given to my attorney shall continue in full force and effect.

Each person, partnership, corporation, agency, state, government, governmental unit, other legal entity, or organization relying or acting upon this power of attorney shall be entitled to assume that this power of attorney is in full force and effect unless written notice has been given by me to such person or entity that this power has been revoked. In addition, revocation of the appointment of my attorney shall not be effective until my attorney has received actual notice of revocation by delivery to my attorney of such revocation in a writing from me; until such receipt of such notice, my attorney shall not be liable to me or to any person or entity for any action taken by my attorney.



No person, partnership, corporation, agency, state, government, governmental unit, or other legal entity relying upon this power of attorney shall be required to see to either the application or disposition of any money, stocks, bills, notes, bonds, securities, policies, other proceeds, or other property paid to or delivered to my attorney, or my attorney's substitute, pursuant to the provisions of this power of attorney.

It is my intent that this power of attorney shall remain in full force and effect, and that the power granted herein shall continue without interruption until my death (and thereafter as to entry into any safe deposit box of mine regardless of the method of ownership), unless previously revoked by me.

If all the persons set forth above fail or cease to act, I name as successor attorney such persons or corporations as may be nominated in a writing made at any time by any of my children in order of their ages or named in the will of the survivor of my children. Such writing or will may name any number of contingent persons or corporations to act as attorney or co-attorneys solely or otherwise.

My attorney shall be reimbursed for all reasonable expenses incurred in connection with services hereunder and may charge reasonable compensation for services. Any attorney may resign by written notice to the other co-attorneys or co-attorney, or, if none, to the successor attorney. Every successor attorney shall have all the rights, powers, discretions, and duties given to or imposed upon the original attorney. A successor attorney shall have no duty to inquire into the acts of any predecessor attorney and shall not be liable for any act or omission of any predecessor attorney. Any person may, without liability, rely on the written certification of a successor attorney that such successor has been appointed and has power to act.


My attorney shall be liable only for willful default, not for errors of judgment, and shall have power to bind me or my property without binding my attorney personally.

My attorney may employ any legal, accounting, brokerage, banking, or investment counseling firm or corporation of which my attorney may be a member or employee and pay both such firm (or corporation) and my attorney reasonable compensation for services.

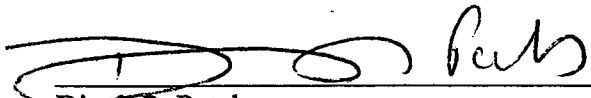
If I am adjudged to be a disabled person, I name **Harshil D. Patel** as temporary, limited, or plenary guardian of my person and estate. If **Harshil D. Patel** fails or ceases to act as such guardian, I name my daughter as such guardian. I excuse the guardian from giving bond or security.

Reproductions of this executed original (with reproduced signatures and the certificate of acknowledgment) shall be deemed to be original counterparts of this power of attorney.

Specimen signatures of my attorney:

  
\_\_\_\_\_  
Harshil D. Patel

I certify to the correctness of the signatures of my attorneys and I execute this power of attorney on September 12, 2012.

  
Dipak P. Patel

