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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 006265

2014 FEB -3 AM 8:47

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 8, 2013, is made and executed between Townes of Lowell Builders Incorporated, an Indiana Corporation, whose address is 900 Woodlands Pky, Vernon Hills, IL 60061 (referred to below as "Grantor") and Libertyville Bank and Trust Company, whose address is 507 N. Milwaukee Ave, 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 October 27, 2006 as Document Number 2006 094285 by the Lake County Recorder.

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

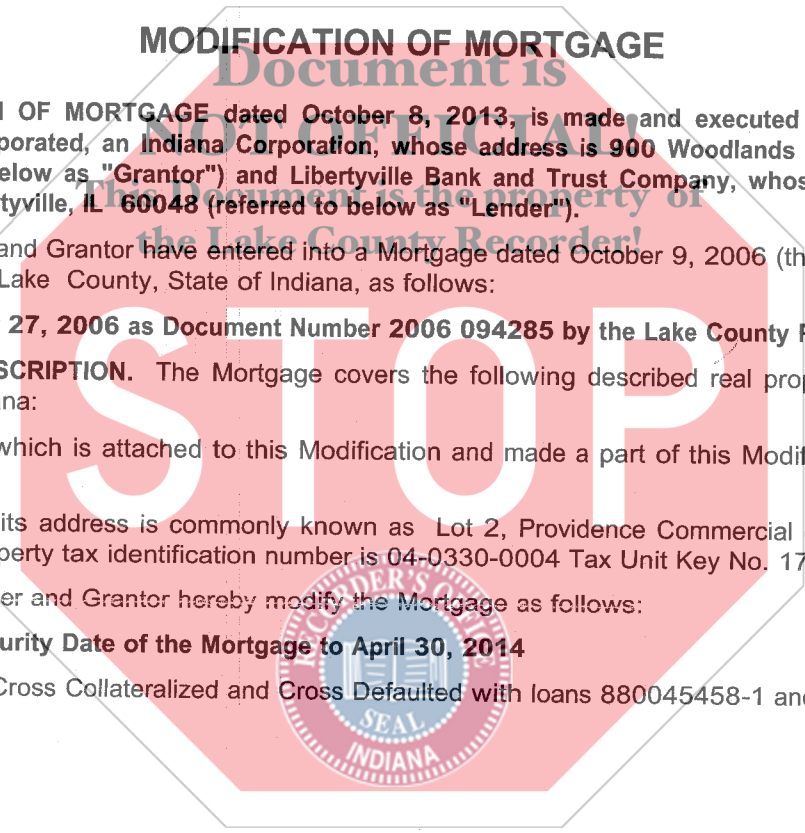
See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

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:

Extending the Maturity Date of the Mortgage to April 30, 2014

This Mortgage is Cross Collateralized and Cross Defaulted with loans 880045458-1 and 880045458-4.



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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 880045458-1

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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 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 OCTOBER 8, 2013.

GRANTOR:

TOWNES OF LOWELL BUILDERS INCORPORATED

By: 

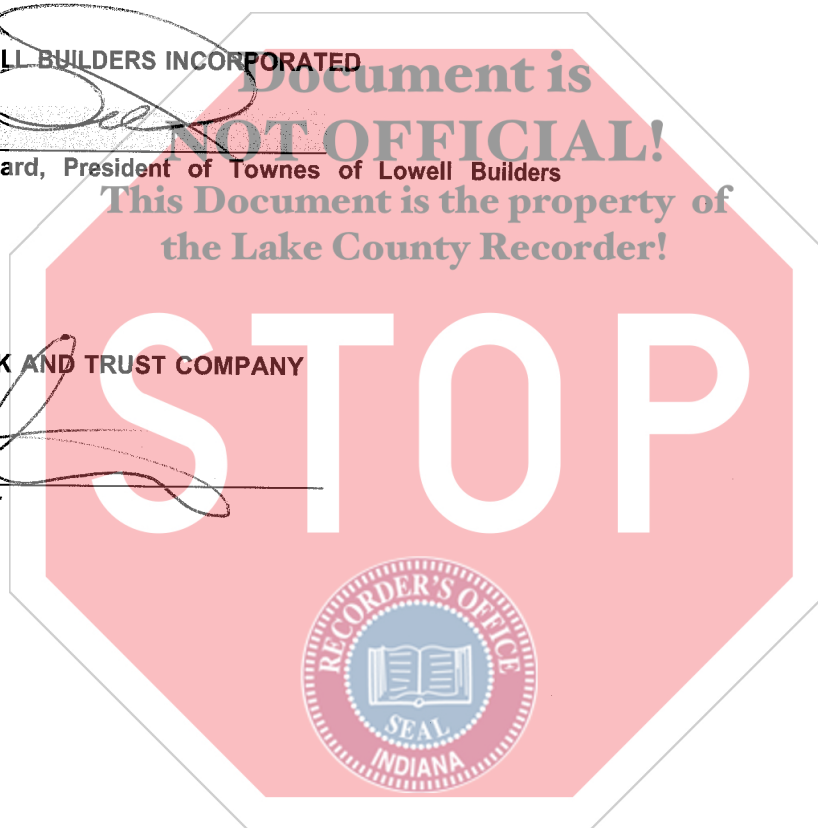
Peter E. Manhard, President of Townes of Lowell Builders
Incorporated

LENDER:

LIBERTYVILLE BANK AND TRUST COMPANY

X 

Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

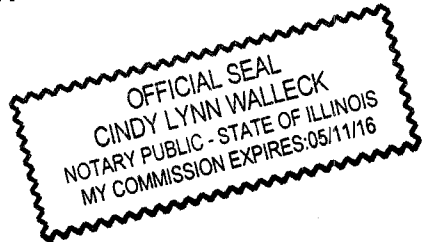
Loan No: 880045458-1

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CORPORATE ACKNOWLEDGMENT

STATE OF IL

COUNTY OF Lake



On this 11th day of December, 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.

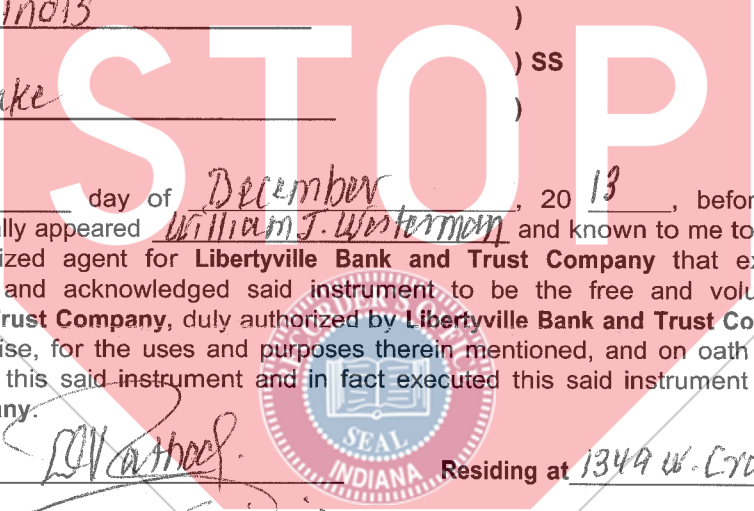
By Cindy Lynn Walleck Residing at McHenry County
Notary Public in and for the State of IL My commission expires 5-11-16

Document is NOT OFFICIAL!

This LENDER ACKNOWLEDGMENT is the property of the Lake County Recorder!

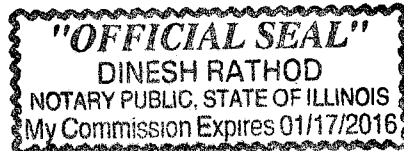
STATE OF Illinois

COUNTY OF Lake



On this 11th day of December, 20 13, before me, the undersigned Notary Public, personally appeared William J. Westerman and known to me to be the S.V.P., authorized agent for **Libertyville 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 **Libertyville Bank and Trust Company**, duly authorized by **Libertyville 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 **Libertyville Bank and Trust Company**.

By [Signature] Residing at 1349 W. Crane View Ct
Notary Public in and for the State of Illinois My commission expires 1/17/2016



**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 880045458-1

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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

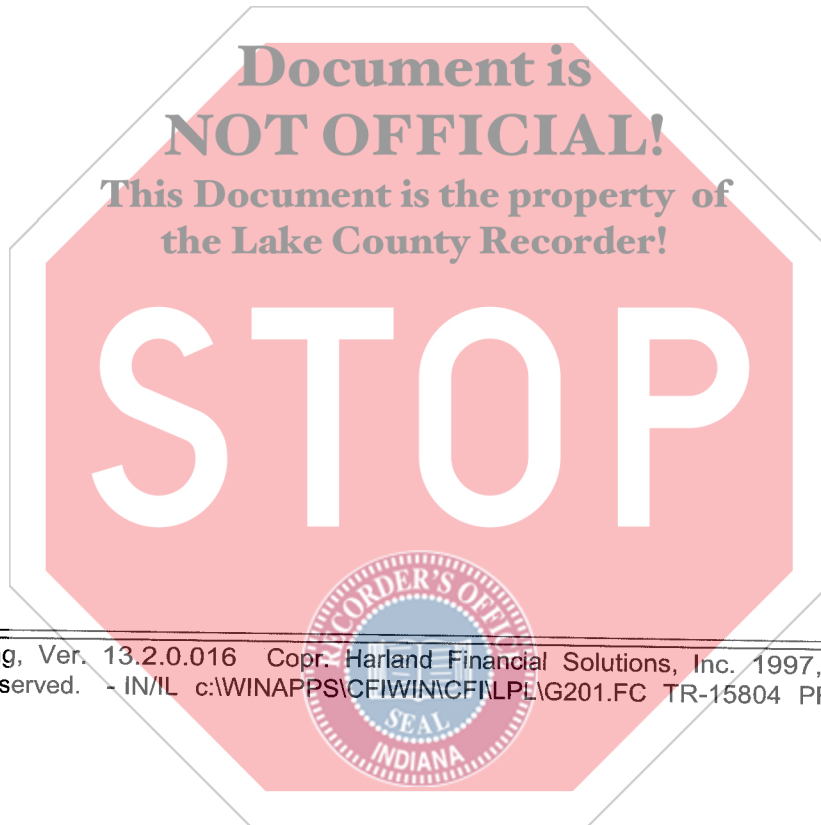


Exhibit "A"

LOT 2 IN PROVIDENCE COMMERCIAL OF LOWELL, AN ADDITION TO THE TOWN OF LOWELL, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 93, IN THE OFFICE OF THE RECORDER, LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THE FOLLOWING: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 00 DEGREES 08 MINUTES 08 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 466.02 FEET; THENCE NORTH 19 DEGREES 42 MINUTES 45 SECONDS WEST A DISTANCE OF 221.75 FEET; THENCE 57.11 FEET NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 70.00 FEET WITH A CHORD BEARING NORTH 66 DEGREES 30 MINUTES 23 SECONDS WEST, 55.54 FEET; THENCE NORTH 42 DEGREES 58 MINUTES 00 SECONDS WEST A DISTANCE OF 107.26 FEET; THENCE 102.69 FEET WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 130.00 FEET WITH A CHORD BEARING NORTH 65 DEGREES 35 MINUTES 49 SECONDS WEST, 100.04 FEET; THENCE NORTH 88 DEGREES 13 MINUTES 37 SECONDS WEST A DISTANCE OF 45.00 FEET; THENCE 39.27 FEET NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS 25.00 FEET WITH A CHORD BEARING NORTH 43 DEGREES 13 MINUTES 37 SECONDS WEST, 35.56 FEET; THENCE NORTH 01 DEGREES 46 MINUTES 23 SECONDS EAST A DISTANCE OF 43.12 FEET; THENCE 46.97 FEET NORTHERLY ALONG A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 130 FEET WITH A CHORD BEARING NORTH 08 DEGREES 34 MINUTES 40 SECONDS WEST, 46.72 FEET; THENCE NORTH 18 DEGREES 33 MINUTES 43 SECONDS WEST A DISTANCE OF 70.37 FEET; THENCE 25.39 FEET NORTHERLY ALONG A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 70.00 FEET WITH A CHORD BEARING NORTH 04 DEGREES 34 MINUTES 40 SECONDS WEST, 25.15 FEET; THENCE NORTH 01 DEGREES 46 MINUTES 23 SECONDS EAST A DISTANCE OF 91.39 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 48 DEGREES 13 MINUTES 37 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 537.32 FEET TO THE POINT OF BEGINNING.

