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**THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Deutsch, Levy & Engel, Chartered
225 W. Washington Street, Suite 1700
Chicago, Illinois 60606
Attn: Aaron B. Zarkowsky, Esq.

2014 007038

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 FEB -6 AM 8:39

MICHAEL B. BROWN
RECORDER

Commonly known as:
530 W 61st Ave, Merrillville IN 46410

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Property Number:
45-12-04-451-013.000-030

SECOND MODIFICATION OF MORTGAGE

THIS SECOND MODIFICATION OF MORTGAGE (this "Modification") is made as of March 21, 2013, by LAKE COUNTY TRUST COMPANY, as Trustee (the "Trustee") under Trust Agreement (the "Trust Agreement") dated March 19, 2004 and known as Trust No. 5519 (the "Mortgagor") and **NORTHBROOK BANK & TRUST COMPANY**, an Illinois banking corporation, its successors and assigns ("Lender"), successor pursuant to a Purchase and Assumption Agreement ("Purchase Agreement") by and between the FDIC, as Receiver of the Assets and Liabilities of Community First Bank-Chicago, Chicago, Illinois ("Community First") pursuant to 12 U.S.C. 1821(D)(2)(A) as Seller and Lender as Buyer, dated July 8, 2011.

RECITALS:
This Document is the property of
the Lake County Recorder

A. Community First made an extension of credit (the "Loan") available to the owner of 100% of the beneficial interest of the Trust Agreement (the "Beneficiary") and a member of the Beneficiary (together, the "Borrower Parties") in the original principal amount of Four Hundred Twenty-Five thousand and 00/100 Dollars (\$425,000). The Loan is evidenced by a Promissory Note dated June 21, 2007, in the principal amount of the Loan made payable by the Borrower Parties to the order of Lender ("Note").

B. The Note is secured by, among other things, documents dated June 21, 2007, including (i) that certain Mortgage and Security Agreement from the Mortgagor to Community First recorded with the Recorder of Deeds in Lake County, Indiana (the "Recorder's Office") on June 27, 2007 as Document No. 2007-052193 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon legally described on Exhibit A hereto ("Property"), (ii) that certain Collateral Assignment of Leases from the Mortgagor to Community First and recorded in the Recorder's Office on June 27, 2007, as Document No. 2007-052194 (the "Assignment of Rents"); and (iii) certain other loan documents (the Note, the Mortgage, the Assignment of Rents, the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Related Documents").

C. The Related Documents were amended pursuant to that certain First Modification of Loan Documents dated at of December 31, 2012 and effective as of June 21, 2012 ("First

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Modification”) by and among the Borrower Parties and the Lender. The provisions of the First Modification were also evidenced by that certain Modification of Mortgage dated as of December 31, 2012 and effective as of June 21, 2012 and recorded February 4, 2013 as document 2013-009035.

D. The outstanding principal amount of the Loan as of the date of the Effective Date is \$365,665.41.

E. The Borrower Parties desire to amend the Related Documents in order to extend the maturity date of the Note, and for the other purposes set forth in that certain Second Modification of Related Documents dated as of even date herewith by and among the Borrower Parties and the Bank (the “Amendment”), and the Lender has agreed to the Borrower’s request upon the terms and conditions set forth therein and in this Modification.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove, (ii) the agreements by Lender to accept this Modification, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation and Definitions. The foregoing recitals and all exhibits and schedules hereto constitute an integral part of this Modification, evidencing the intent of the parties in executing this Modification and describing the circumstances surrounding its execution. Accordingly, the recitals, exhibits and schedules are, by this express reference, made a part of the covenants hereof, and this Modification shall be construed in the light thereof. Terms not otherwise defined herein shall have the meanings provided in the Mortgage.

2. Modifications to the Mortgage.

(a) Subpart (a) on Page 4 of the Mortgage providing the defined term “Note” is hereby amended and restated in its entirety to read as follows:

“(a) any and all sums due or owing under that certain Promissory Note of even date herewith executed by Borrower to Mortgagee, in the original principal sum of Four Hundred Twenty-Five Thousand Dollars (\$425,000.00), the maturity of which is March 21, 2014 and all amendments, extensions, renewals, modifications and substitutions thereof (collectively, the “Note”);”

3. Miscellaneous.

(a) This Modification shall be governed by and construed in accordance with the laws of the State of Illinois except that at all times the provisions for the creation, perfection and enforcement of the liens and the security interests created pursuant to the Related Documents shall be governed by the laws of the state of Indiana.

(b) This Modification shall not be construed more strictly against Lender than against the Mortgagor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that the Mortgagor and Lender have contributed substantially and materially to the preparation of this Modification, and the Mortgagor and Lender each acknowledges and waives any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Modification. The signatories hereto state that they have read and understand this Modification, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(c) This Modification shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(d) The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(e) This Modification may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Modification.

(f) Time is of the essence of each of the Mortgagor's obligations under this Modification.

4. Trustee's Exculpation. This Modification is executed by the Trustee not personally but solely as trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by the Trustee solely in its capacity as trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the Property and has no agents, employees or control over the management of the Property and no knowledge or of other factual matters except as represented to the Trustee by the Beneficiary. No personal liability or personal responsibility is assumed by or shall at any time by asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this Modification, all such liability being expressly waived by the Lender and by every person now or hereafter claiming any right or security hereunder; and the owner of any of the Indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate or the Property conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided or by action to enforce the personal liability of any guarantor.

(Signature Page Follows)

EXHIBIT "A"

Parcel 1: The West ½ of the East 21 acres of the Southwest ¼ of the Southeast ¼ of Section 4, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, EXCEPT that part described as follows: Beginning at a point 348.6 feet West of the Southeast corner of the Southwest ¼ of the Southeast ¼ of said Section 4; thence West 348.6 feet; thence North 249.92 feet; thence East 348.6 feet; thence South 249.92 feet to the place of beginning.

Parcel 2: The North 112.92 feet of the South 249.92 feet of the East 21 acres, EXCEPT the East 522.9 feet thereof, of the Southwest ¼ of the Southeast ¼ of Section 4, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana.

Parcel 3: The South 137 feet of the East 21 acres, EXCEPT the East 522.9 feet thereof, of the Southwest ¼ of the Southeast ¼ of Section 4, Township 35 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, EXCEPTING that part deeded in a Quit Claim Deed to the Board of County Commissioners recorded December 13, 1967 in deed record 1362 page 398 as Document No. 732709.

Commonly known as:
530 W 61st Ave, Merrillville IN 46410

Property Number:
45-12-04-451-013.000-030



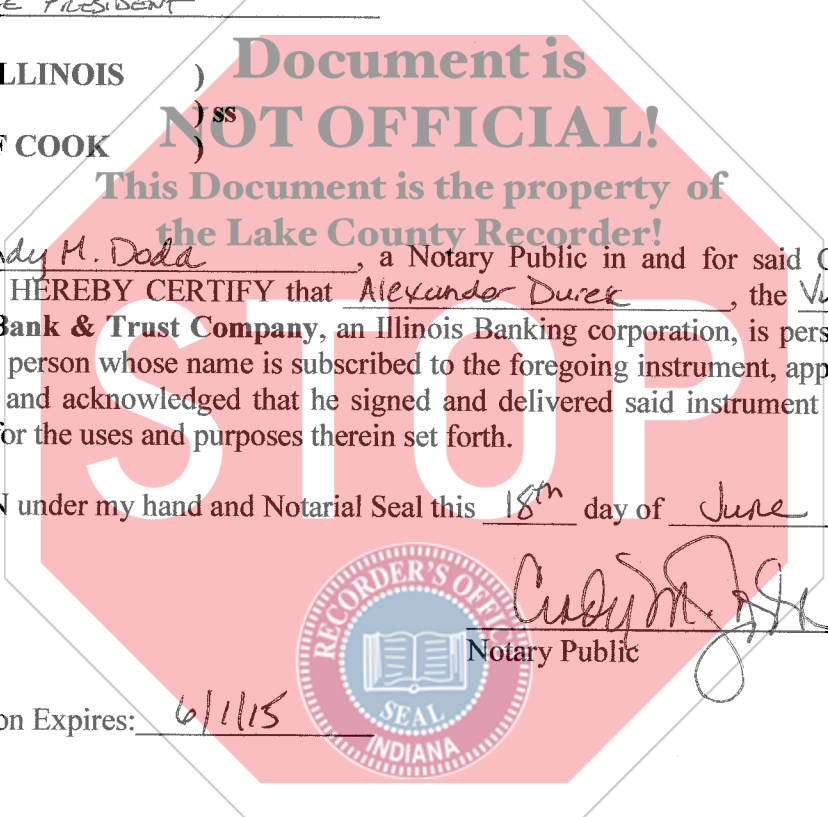
IN WITNESS WHEREOF, the parties hereto have executed this Modification dated as of the day and year first above written.

LENDER

Northbrook Bank & Trust Company, an Illinois Banking corporation, successor pursuant to a Purchase and Assumption Agreement ("Purchase Agreement") by and between the FDIC, as Receiver of the Assets and Liabilities of Community First Bank-Chicago, Chicago, Illinois ("Community First") pursuant to 12 U.S.C. 1821(D)(2)(A) as Seller and Lender as Buyer

By: [Signature]
Name: ALEXANDER DUREK
Title: VICE PRESIDENT

STATE OF ILLINOIS)
COUNTY OF COOK) ss



I Cindy M. Doda, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alexander Durek, the Vice President of **Northbrook Bank & Trust Company**, an Illinois Banking corporation, 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 he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of June, 2012. ³



[Signature]
Notary Public

My Commission Expires: 6/1/15

