2014 FEB 18 AM 10: 21

MICHAEL B. BROWN RECORDER

RECORDATION REQUESTED BY:

The LaPorte Savings Bank Main Office 710 Indiana Avenue La Porte, IN 46350

WHEN RECORDED MAIL TO:

The LaPorte Savings Bank Main Office 710 Indiana Avenue La Porte, IN 46350

SEND TAX NOTICES TO:

Oak View Housing, L.L.C. 5417 Broadway Merrillville, IN 46410

THIS MODIFICATION OF MORTGAGE dated January 2, 2014, is made and executed between Oak View Housing, L.L.C., an Indiana Limited Liability Company, whose address is 5417 Broadway, Merrillville, IN 46410 (referred to below as "Grantor") and The LaPorte Savings Bank, whose address is 710 Indiana Avenue, La Porte, IN 46350 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 26, 2012 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

recorded on November 13, 2012 as document #2012 079651.

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 4860-4870 Grant Street, Gary, IN 46408, 4864-4868 Grant Street, Gary, IN 46408, and 1629-1630 West 49th Avenue, Gary, IN 46408.

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

The total principal amount secured by the Security Instrument at any one time will not exceed \$870,000.00 which is a \$250,000.00 increase in the total principal amount secured.

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.

FACSIMILE SIGNATURE. This document may be executed and delivered in facsimile form and the facsimile signature of a Borrower shall bind such Borrower to the document as though the document was delivered

CHICAGO TITLE INSUFANCE COMPANY

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 5015475

containing such Borrower's original signature. If a Borrower delivers this document with a facsimile signature such Borrower agrees to provide the Bank with a copy of the document containing an original (as opposed to facsimile) signature. The Borrower agrees that the various counterparts shall constitute one Agreement.

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 2,

2014. **GRANTOR:** OAK VIEW HOUSING, L.L.C. OAK VIEW PARTNERS, L.L.C., Managing Member of Oak View Housing, L.L.C. MORSE REAL ESTATE INVESTMENTS L.L.C., Managing Member of Oak View Partners, L.L.C. Kevin M. Morse, Managing Member of Morse Real Estate Investments L.L.C. This Document is the property of the Lake County Recorder! LENDER: THE LAPORTE SAVINGS BANK **Authorized Signer** LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF 1 SS **COUNTY OF** JANUARO day of 20 before me, the undersigned Notary Public, personally appeared Kevin M. Morse, Managing Member of Morse Real Estate Investments L.L.C., Managing Member of Oak View Partners, L.L.C., Managing Member of Oak View Housing, L.L.C., and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company. Residing at

Notary Public in and for the State of

> JACALYN L. SMITH Lake County My Commission Expires

My commission expires

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 5015475

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LENDER ACKNOWLEDGMENT
STATE OF
COUNTY OF SINGER 1 SS 1
On this day of
Notary Public, personally appeared Period Belles and known to me to be the SUP
, authorized agent for The LaPorte Savings Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of The LaPorte Savings Bank, duly authorized by The LaPorte Savings Bank 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 The LaPorte Savings Bank. By Residing at
Notary Public in and for the State of My commission expires JACALYNL SMITH Lake County My Commission Expires December 8, 2015
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 (Selina Modesett, Loan Processor).
This Modification of Mortgage was prepared by: Selina Modesett, Loan Processor
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EXHIBIT A

The South half of the South half of the Southeast Quarter of the Northeast Quarter of Section 32, Township 36 North, Range 8 West of the Second Principal Meridian (except the West 1058.20 feet thereof), all in Lake County, Indiana.



RECORDING PAGE

