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2014 011166

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 FEB 25 PM 2:41

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:
STANDARD BANK AND TRUST COMPANY
EASTERN REGION
7725 WEST 98th STREET
HICKORY HILLS, IL 60457

WHEN RECORDED MAIL TO:
STANDARD BANK AND TRUST COMPANY
EASTERN REGION
7725 WEST 98th STREET
HICKORY HILLS, IL 60457

SEND TAX NOTICES TO:
STANDARD BANK AND TRUST COMPANY
EASTERN REGION
7725 WEST 98th STREET
HICKORY HILLS, IL 60457

Document is NOT OFFICIAL!
MODIFICATION OF MORTGAGE

This Document is the property of
The Lake County Recorder

THIS MODIFICATION OF MORTGAGE dated May 5, 2013, is made and executed between Hamilton Square Development, LLC, whose address is 8051 Wicker Avenue., Suite A, St. John, IN 46373 (referred to below as "Grantor") and STANDARD BANK AND TRUST COMPANY, whose address is 7725 WEST 98th STREET, HICKORY HILLS, IL 60457 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 25, 2007 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Construction Mortgage and Assignment of Rents recorded October 1, 2007 as Document Nos. 2007-077994 and 2007-077995; Modification of Mortgage recorded January 6, 2011 as Document No. 2011-000572; Modification of Mortgage recorded March 28, 2012 as Document No. 2012-021456 and a Modification of Mortgage recorded September 19, 2012 as Document No. 2012-065677.

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

PARCEL 1:
PART OF THE SOUTHEAST 1/4 OF SECTION 10, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS

31^{CO}
SREF 757911
PPO

**MODIFICATION OF MORTGAGE
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FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 1577.80 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 TO THE WESTERLY LINE OF INTERSTATE 65 AS APPROPRIATED BY CONDEMNATION PROCEEDINGS FILED UNDER CAUSE NO. 65-714, RECORDED SEPTEMBER 28, 1967 IN MISCELLANEOUS RECORD 961 PAGE 471, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA AND THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89 DEGREES 59 MINUTES 59 SECONDS WEST, 1072.33 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 00 DEGREES 14 MINUTES 48 SECONDS EAST, 2646.76 FEET ALONG SAID WEST LINE TO THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 89 DEGREES 58 MINUTES 28 SECONDS EAST, 270.00 FEET ALONG SAID NORTH LINE TO THE WEST LINE OF THE PARCEL DESCRIBED IN DEED TO LEROY AND KATHLEEN SONS, RECORDED JUNE 27, 1959 IN DEED BOOK 1119 PAGE 196 IN SAID OFFICE OF THE RECORDER; THENCE SOUTH 00 DEGREES 14 MINUTES 48 SECONDS WEST, 200.00 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF SAID PARCEL; THENCE NORTH 89 DEGREES 58 MINUTES 28 SECONDS EAST, 130.00 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF SAID PARCEL; THENCE NORTH 00 DEGREES 14 MINUTES 48 SECONDS EAST, 171.93 FEET ALONG SAID EAST LINE TO THE WESTERLY LINE OF SAID PARCEL APPROPRIATED BY CAUSE NO. 65-714; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING 5 COURSES: (1) SOUTH 83 DEGREES 29 MINUTES 06 SECONDS EAST 621.55 FEET; (2) SOUTH 42 DEGREES 26 MINUTES 06 SECONDS EAST 51.70 FEET; (3) SOUTH 00 DEGREES 01 MINUTES 54 SECONDS WEST, 1625.00 FEET; (4) SOUTH 02 DEGREES 50 MINUTES 06 SECONDS EAST, 200.20 FEET; (5) SOUTH 00 DEGREES 01 MINUTES 54 SECONDS WEST, 685.20 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART PLATTED AS HAMILTON SQUARE - PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101 PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2:

LOTS 4, 5, 13, 14, 24, 26, 51, 53, 54, 55, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, OUTLOTS F AND J IN HAMILTON SQUARE - PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101 PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 3:

THE WEST 20.00 FEET OF THE EAST 136.77 FEET OF LOT 21 IN HAMILTON SQUARE - PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101 PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 4:

THE WEST 20.00 FEET OF THE EAST 156.77 FEET OF LOT 21 IN HAMILTON SQUARE - PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101 PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 5:

LOT 21 IN HAMILTON SQUARE - PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101 PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THE EAST 156.77 FEET THEREOF.

PARCEL 6:

LOT 22 IN HAMILTON SQUARE - PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101 PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THE SOUTH 20.00 FEET OF THE NORTH 65.33 FEET THEREOF.

PARCEL 7:

THE NORTH 20.00 FEET OF THE SOUTH 45.33 FEET OF LOT 25 IN HAMILTON SQUARE - PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101 PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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PARCEL 8:
THE SOUTH 25.33 FEET OF LOT 27 IN HAMILTON SQUARE - PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101 PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 9:
THE NORTH 20.00 FEET OF THE SOUTH 45.33 FEET OF LOT 27 IN HAMILTON SQUARE - PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101 PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 10:
THE NORTH 20.00 FEET OF THE SOUTH 65.33 FEET OF LOT 27 IN HAMILTON SQUARE - PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101 PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 11:
THE NORTH 20.00 FEET OF THE SOUTH 85.33 FEET OF LOT 27 IN HAMILTON SQUARE - PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101 PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 12:
THE PRIVATE STREETS IN HAMILTON SQUARE - PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 101 PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as Approximately 62.84 acres of land located South of 113th Street, East of Rhode Island Street and West of I-65, Crown Point, IN 46307. The Real Property tax identification number is 45-16-10-402-001.000-042, 45-16-10-401-013.000-042, 45-16-10-401-014.000-042, 45-16-10-401-015.000-042, 45-16-10-401-016.000-042, 45-16-10-401-017.000-042, 45-16-10-401-018.000-042, 45-16-10-401-019.000-042, 45-16-10-401-020.000-042, 45-16-10-401-004.000-042, 45-16-10-401-005.000-042, 45-16-10-401-006.000-042, 45-16-10-401-007.000-042, 45-16-10-401-008.000-042, 45-16-10-401-009.000-042, 45-16-10-401-010.000-042, 45-16-10-401-011.000-042, 45-16-10-403-001.000-042, 45-16-10-403-002.000-042, 45-16-10-403-003.000-042, 45-16-10-403-010.000-042, 45-16-10-403-011.000-042, 45-16-10-403-013.000-042, 45-16-10-403-014.000-042, 45-16-10-403-015.000-042, 45-16-10-403-016.000-042, 45-16-10-404-002.000-042, 45-16-10-405-001.000-042, 45-16-10-405-002.000-042, 45-16-10-405-003.000-042, 45-16-10-405-004.000-042, 45-16-10-405-005.000-042, 45-16-10-405-006.000-042, 45-16-10-405-007.000-042, 45-16-10-405-008.000-042, 45-16-10-405-009.000-042, 45-16-10-405-010.000-042, 45-16-10-405-011.000-042, 45-16-10-405-012.000-042, 45-16-10-405-013.000-042, 45-16-10-405-014.000-042, 45-16-10-451-001.000-042, 45-16-10-451-002.000-042, 45-16-10-451-003.000-042, 45-16-10-451-004.000-042, 45-16-10-451-005.000-042, 45-16-10-451-006.000-042, 45-16-10-451-011.000-042, 45-16-10-451-013.000-042, 45-16-10-451-014.000-042, 45-16-10-451-015.000-042, 45-16-10-451-016.000-042, 45-16-10-451-017.000-042, 45-16-10-451-018.000-042, 45-16-10-451-019.000-042, 45-16-10-451-022.000-042, 45-16-10-451-023.000-042, 45-16-10-451-024.000-042, 45-16-10-451-025.000-042, 45-16-10-452-010.000-042, 45-16-10-452-011.000-042, 45-16-10-452-012.000-042, 45-16-10-452-013.000-042, 45-16-10-452-014.000-042, 45-16-10-453-001.000-042, 45-16-10-453-002.000-042, 45-16-10-453-003.000-042, 45-16-10-453-004.000-042, 45-16-10-453-005.000-042, 45-16-10-453-006.000-042, 45-16-10-453-007.000-042, 45-16-10-453-008.000-042, 45-16-10-453-009.000-042, 45-16-10-453-010.000-042, 45-16-10-453-011.000-042, 45-16-10-453-012.000-042, 45-16-10-453-013.000-042, 45-16-10-453-014.000-042, 45-16-10-453-015.000-042, 45-16-10-453-016.000-042, 45-16-10-454-001.000-042, 45-16-10-454-002.000-042, 45-16-10-454-003.000-042, 45-16-10-454-004.000-042,

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45-16-10-454-005.000-042, 45-16-10-454-006.000-042, 45-16-10-454-007.000-042, 45-16-10-454-008.000-042, 45-16-10-455-001.000-042, 45-16-10-455-002.000-042, 45-16-10-455-003.000-042, 45-16-10-455-004.000-042, 45-16-10-455-005.000-042, 45-16-10-455-006.000-042, 45-16-10-455-007.000-042, 45-16-10-455-008.000-042, 45-16-10-455-009.000-042, 45-16-10-455-010.000-042, 45-16-10-455-011.000-042, 45-16-10-455-012.000-042, 45-16-10-455-013.000-042, 45-16-10-455-014.000-042, 45-16-10-455-015.000-042, 45-16-10-455-016.000-042, 45-16-10-455-017.000-042, 45-16-10-455-018.000-042, 45-16-10-455-019.000-042, 45-16-10-455-020.000-042, 45-16-10-455-021.000-042, 45-16-10-455-022.000-042, 45-16-10-455-023.000-042, 45-16-10-455-024.000-042, 45-16-10-457-001.000-042, 45-16-10-457-002.000-042, 45-16-10-457-003.000-042, 45-16-10-457-004.000-042, 45-16-10-457-005.000-042, 45-16-10-457-006.000-042, 45-16-10-457-007.000-042, 45-16-10-457-008.000-042, 45-16-10-457-009.000-042, 45-16-10-457-010.000-042, 45-16-10-457-011.000-042, 45-16-10-457-012.000-042 and 45-16-10-457-013.000-042.

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

Legal description and Property Index Numbers have been amended. The final payment date for the payment of all outstanding principal plus all accrued unpaid interest is extended to June 5, 2014. Borrower will pay regular monthly payments of all accrued unpaid interest plus a principal payment in the amount of \$35,125.00 as of each payment date beginning June 5, 2013, with all subsequent interest and principal payments to be due on the same day of each month thereafter prior to the final payment date. In addition to the scheduled principal and interest payments, Borrower will pay Lender a lot release fee of \$26,444.00 per lot. Any lot release fees paid in any respective month hereafter will operate to reduce and/or eliminate, as the case may be, the regular monthly principal payment of \$35,125.00 for that respective month. If the lot release fees paid in any respective month exceed the regular monthly principal payment of \$35,125.00, the excess will be applied to the regular monthly principal payment for subsequent months until fully applied as more fully set out in a Change in Terms Agreement of the same date herewith incorporated herein by this reference.

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.

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(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF PORTER)

On this 30th day of SEPTEMBER, 20 13, before me, the undersigned Notary Public, personally appeared **Scot F. Olthof, Assistant Vice President of OD Enterprises, Inc., Manager of Hamilton Square Development, LLC**, 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.

By [Signature] Residing at PORTER COUNTY
Notary Public in and for the State of INDIANA My commission expires JUNE 13, 2019

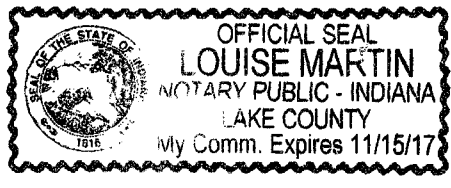


John Van Proyen
Notary Public Seal
State of Indiana
Porter County
My Commission Expires June 13, 2019

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 30th day of September, 20 13, before me, the undersigned Notary Public, personally appeared Jennifer L. Willis and known to me to be the Sr. Vice President, authorized agent for **STANDARD 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 **STANDARD BANK AND TRUST COMPANY**, duly authorized by **STANDARD 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 **STANDARD BANK AND TRUST COMPANY**.

By [Signature] Residing at Lake County
Notary Public in and for the State of Indiana My commission expires 11-15-17



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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 5, 2013.

GRANTOR:

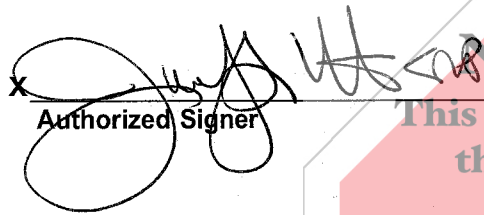
HAMILTON SQUARE DEVELOPMENT, LLC

OD ENTERPRISES, INC., Manager of Hamilton Square Development, LLC

By: 
Scot F. Olthof, Assistant Vice President of OD Enterprises, Inc.

LENDER:

STANDARD BANK AND TRUST COMPANY


Authorized Signer



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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 (Agnes K.).

This Modification of Mortgage was prepared by: Agnes K.

