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## 20 | MODIFICATION AGREEMENT MAR 20 AM 10: 32

THIS MODIFICATION AGREEMENT ("Modification") is made as of day of day of company of Lake County, Indiana ("Borrower") and SCHILLING BROTHERS LUMBER AND HARDWARE, INC, an Indiana Corporation of Lake County, Indiana ("Lender").

## **RECITALS:**

WHEREAS, Lender has made a loan (the "Loan") to Borrower in the amount of SIXTY THOUSAND DOLLARS (\$60,000.00). To evidence the Loan Borrower executed and delivered to Lender a Promissory Note (the "Note"), dated January 19, 2009, in the original principal amount of SIXTY THOUSAND DOLLARS (\$60,000.00) to the order of the Lender (this amount or so much as is outstanding from time to time is referred to as the "Principal"). The Note, among other things, evidences the Borrower's current obligation to repay to the Lender with interest those amounts described in the Note. In order to secure the Note, Borrower executed and delivered to Lender:

- 1. A Mortgage dated January 19, 2009, recorded on January 28, 2009, as Document No. 2009-004674 in the Office of the Lake County Recorder (the "Recorder's Office").
  - 2. The mortgage constitutes a valid lien on the following described property, to wit:

LOT 9, WOODLAND PINES, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, IN. Commonly known as 7625 Taylor Street, Schererville, IN 46375

WHEREAS, the parties hereto desire to execute this Modification to change the maturity date on the Note.

## AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The foregoing Recitals are incorporated in the Modification as if fully set forth therein. Any initially capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Mortgage.
- 2. Borrower and Lender acknowledge and agree that the maturity date set forth in the Note is hereby modified and changed to January 1, 2016.
- 3. Borrower and Lender acknowledge and agree that the Borrower shall pay to lender all accrued interest and principal on the maturity date.

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- 4. Borrower shall reimburse Lender for recording costs incurred in the recording of this document.
- 5. This Modification shall be governed by and construed in accordance with the laws of the State of Indiana.
  - 6. All other provisions of the Note and Mortgage shall remain unmodified.

IN WITNESS WHEREOF, the parties hereto have caused the Modification to be executed by and delivered as of the day and year first above written.

BORROWER:

WOODLAND PINE DEVELOPERS, LLC

RANDALL L. MITCHELL,

Manager-Member

By:

MARY S. MITCHELL,

Manager-Member

This Document is the property of the Lake County Recorder!

STATE OF ILLINOIS

COUNTY OF COOK

SS.

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that RANDALL L. MITCHELL and MARY S. MITCHELL are personally known to me to be the same individuals whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act on behalf of WOODLAND PINE DEVELOPERS, LLC, for the uses and purposes therein set forth.

Given under my hand and official seal this 23 day of Locember 2013.

Notary

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STATE OF ILLINOIS )
SS. COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that **DEAN E. SCHILLING** 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, sealed and delivered the said instrument as his free and voluntary act on behalf of Schilling Brothers Lumber and Hardware, Inc., for the uses and purposes therein set forth.

Given under my hand and official seal this 23nd day of Nocomber 2013.

Jane Genberger (SEAL)

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. Thomas L. Kirsch

Document is

PREPARED BY and MAIL TO: THOMAS L. KIRSCH, 131 Ridge Road, Munster, IN 46321

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