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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 029206

2014 MAY 22 AM 8:50

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

First Merchants Bank, N.A.
Schererville Branch
7650 Harvest Drive
Schererville, IN 46375

WHEN RECORDED MAIL TO:

First Merchants Bank
ATTN: Loan Operations - Documents
P. O. Box 7011
Muncie, IN 47308

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 8, 2014, is made and executed between The Novado Corporation, whose address is 917 Alderbrook Ct, Crown Point, IN 46307-2637 (referred to below as "Grantor") and First Merchants Bank, N.A., whose address is 7650 Harvest Drive, Schererville, IN 46375 (referred to below as "Lender").

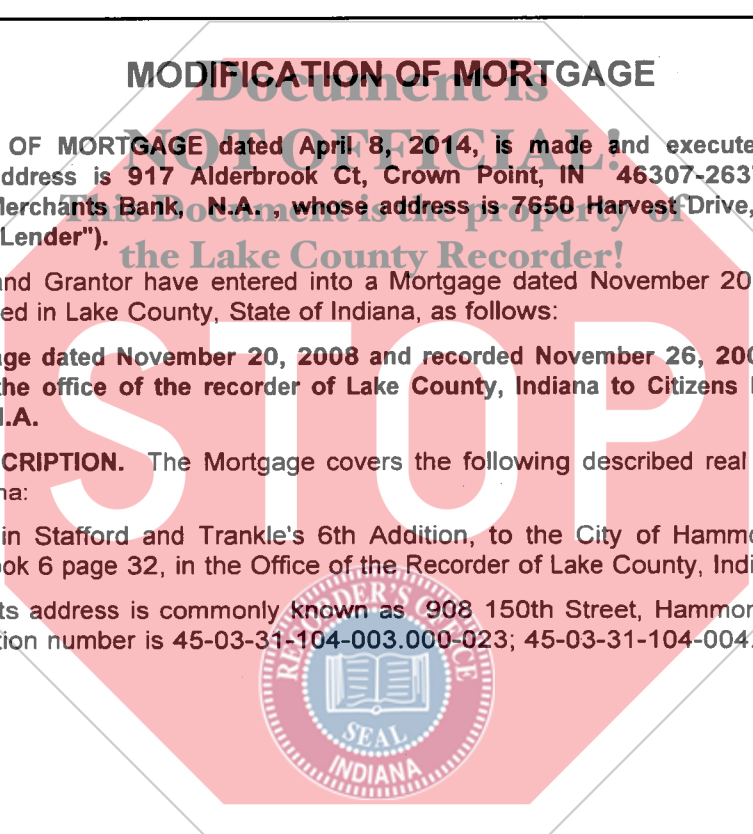
MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 20, 2008 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Real estate mortgage dated November 20, 2008 and recorded November 26, 2008 as instrument number 2008 080499 in the office of the recorder of Lake County, Indiana to Citizens Financial Bank NKA First Merchants Bank, N.A.

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

Lots 1, 2 and 3, in Stafford and Trankle's 6th Addition, to the City of Hammond, as per plat thereof, recorded in Plat Book 6 page 32, in the Office of the Recorder of Lake County, Indiana.

The Real Property or its address is commonly known as 908 150th Street, Hammond, IN 46327. The Real Property tax identification number is 45-03-31-104-003.000-023; 45-03-31-104-004.000-023; (36-123-1 and 36-123-2).



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**MODIFICATION OF MORTGAGE
(Continued)**

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

Future Advance. In addition to the note, this mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future obligations and advances which Lender may make to Grantor, together with all interest thereon, whether such future obligations and advances arise under the Note, this Mortgage otherwise. This Mortgage also secures all modifications, extensions and renewals of the Note, the Mortgage, or any amounts expended by Lender on Grantor's behalf as provided for in this mortgage. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice, and any other material, applicable notices, are given.

Also to add the following:

Additional Lien Provision. The Grantor, without the prior written consent of the Lender, shall not effect, suffer or permit any voluntary or involuntary, consensual or non-consensual conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation upon the Real Estate.

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 APRIL 8, 2014.

GRANTOR:

THE NOVADO CORPORATION

By: _____

Peter D. Novak, Jr., President of The Novado Corporation



MODIFICATION OF MORTGAGE
(Continued)

LENDER:

FIRST MERCHANTS BANK, N.A.

X [Signature]
Authorized Signer

CORPORATE ACKNOWLEDGMENT

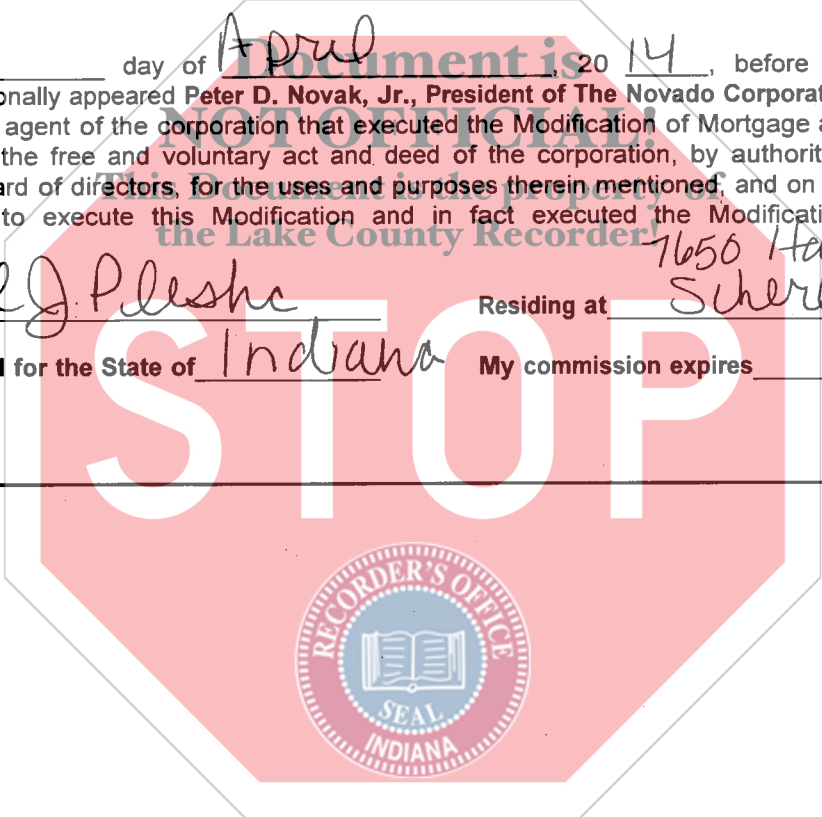
STATE OF Indiana
COUNTY OF Lake

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On this 8th day of April, 2014, before me, the undersigned Notary Public, personally appeared Peter D. Novak, Jr., President of The Novado Corporation, 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.

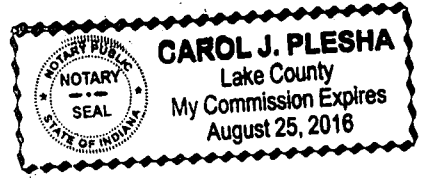
By Carol J. Plesha Residing at 1650 Harvest Dr. Schererville, IN 46375
Notary Public in and for the State of Indiana My commission expires 8-25-2016



MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Indiana)
)
COUNTY OF Lake) SS)



On this 8th day of April, 2014, before me, the undersigned Notary Public, personally appeared STEPHENT MURPHY and known to me to be the VP, authorized agent for **First Merchants Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Merchants Bank, N.A.**, duly authorized by **First Merchants Bank, N.A.** 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 **First Merchants Bank, N.A.**

By Carol J Plesha Residing at 7650 Harvest Dr. Schererville, IN 46375
Notary Public in and for the State of Indiana My commission expires 8-25-2016

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder.

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 (Travis Murphy, Documentation Specialist I).

This Modification of Mortgage was prepared by: Travis Murphy, Documentation Specialist I

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