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2005 005255

STATE OF INDIANAL LAKE COUNTY FILED FOR RECORD

2005 JAN 25 AH 9: 28

MICHAEL A. BROWN RECORDER

**RECORDATION REQUESTED BY:** 

First Bank Aurora 2430 W. Indian Trail Aurora, IL 60506

WHEN RECORDED MAIL TO:

FIRST BANK ATTN: DOCUMENT SERVICES 560 ANGLUM ROAD HAZELWOOD, MO 63041



## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 5, 2004, is made and executed between GCC Merrillville Venture, LLC, whose address is 1111 Plaza Drive, Suite 200, Schaumburg, IL 60173; an Illinois Limited Liability Company (referred to below as "Grantor") and First Bank, whose address is 2430 W. Indian Trail, Aurora, IL 60506 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 29, 2003 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded June 20, 2003 as Document No. 2003 063996.

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

See Addendum 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 4300 West 81st Avenue, Merrillville, IN 46410. The Real Property tax identification number is 15-118-1, 15-118-2, 15-118-33, 13-118-2, and 13-118-14

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

Extend maturity date from September 5, 2004 to January 31, 2005.

20.50518087

# MODIFICATION OF MORTGAGE (Continued)

Loan No: 957030000660

Page 2

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 SEPTEMBER 5, 2004.

**GRANTOR:** 

GCC MERRILIVILLE YENTURE, LYC
By: Document is
LLC (Joe) No Ganage of GCC Merrillville Venture,
By: Robert J. Cataldo, Manager of GCC Merrillville Venture, LLC
LENDER:
FIRST BANK
X Mary Allerh Authorized Signer
Authorized Signer
SEAL STATE OF THE SEAL STATE O
W. MAINT

## **MODIFICATION OF MORTGAGE** (Continued)

Loan No: 957030000660

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
STATE OF Illinois
) SS
county of Kane
On this
Notary Public in and for the State of My commission expires 1-26-3005  OFFICIAL SEAL GAYLE M. GERKIN NOTARY PUBLIC, STATE OF ILLINOIS  DOCUMENT IS
LENDER ACKNOWLEDGMENT  This Document is the property of the Lake County Recorder!
COUNTY OF Hane
On this day of Church, 20 05, before me, the undersigned Notary Public, personally appeared moving Church and known to me to be the executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.  By Jayle M. Beskin Residing at Micola, Jl
Notary Public in and for the State of 1005 My commission expires 1-26-2005

OFFICIAL SEAL
GAYLE M. GERKIN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1-26-2005

Loan No: 957030000660

This Modification of Mortgage was prepared by: Angela D. Johnson, Loan Documentation Specialist



#### EXHIBIT A

#### LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND P.M., LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO AND ERIE R.R. AND THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2<sup>ND</sup> P.M., LYING NORTH OF THE RIGHT-OF-WAY LINE OF HIGHWAY U.S. 30 AND LYING EAST OF THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO AND ERIE RAILROAD, EXCEPT THE FOLLOWING DESCRIBED PARCEL: PART OF THE NORTHWEST 1/4 OF SAID SECTION 19, DESCRIBED AS COMMENCING AT A POINT ON THE EAST LINE, 1702.30 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4; THENCE WEST, A DISTANCE OF 610.28 FEET; THENCE SOUTH 19 DEGREES 40 MINUTES 00 SECONDS WEST, A DISTANCE OF 523.66 FEET TO THE EXISTING NORTH LINE OF LINCOLN HIGHWAY, THENCE SOUTH 77 DEGREES 16 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF LINCOLN HIGHWAY, A DISTANCE OF 516.10 FEET; THENCE NORTH, A DISTANCE OF 174.0 FEET; THENCE EAST, A DISTANCE OF 230.0 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 19; THENCE NORTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 19, A DISTANCE OF 434.69 FEET TO THE POINT OF BEGINNING; ALSO EXCEPT: PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 19, LYING NORTH OF THE LINCOLN HIGHWAY IN LAKE COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF SAID NORTHWEST 1/4 WITH THE NORTH RIGHT-OF-WAY LINE OF 200 FEET WIDE LINCOLN HIGHWAY (U.S. 30) AS NOW OCCUPIED AND MONUMENTED, SAID POINT OF INTERSECTION BEING IN THE CENTERLINE OF WHITCOMB STREET AND 2361,5 FEET SOUTH OF A RAILROAD SPIKE MARKING THE NORTHEAST CORNER OF SAID NORTHWEST 1/4, AS MEASURED ALONG THE EAST LINE OF SAID NORTHWEST 1/4; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 226.0 FEET; THENCE WEST AT RIGHT ANGLES 230 FEET; THENCE SOUTH AT RIGHT ANGLES 174.0 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY LINE OF 200 FOOT WIDE LINCOLN HIGHWAY; THENCE SOUTHEASTERLY ALONG SAID NORTH RIGHT-OF-WAY OF LINCOLN HIGHWAY 235.8 FEET TO THE POINT OF BEGINNING; AND FURTHER EXCEPTING: PART OF THE NORTHWEST 1/4 OF SAID SECTION 19, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4; THENCE DUE SOUTH ALONG THE EAST LINE OF SAID NORTHWEST 1/4. A DISTANCE OF 1702.30 FEET TO THE NORTHEAST CORNER OF LINCOLNWAY PLAZA, THENCE DUE WEST ALONG THE NORTH LINE OF SAID LINCOLNWAY PLAZA A DISTANCE OF 610.28 FEET TO THE NORTHWEST CORNER OF LINCOLNWAY PLAZA; THENCE SOUTH 19 DEGREES 40 MINUTES WEST ALONG THE WESTERLY LINE OF SAID LINCOLNWAY PLAZA A DISTANCE OF 513.66 FEET TO THE EXISTING NORTH RIGHT-OF-WAY OF LINCOLN HIGHWAY (U.S. 30); THENCE NORTH 77 DEGREES 16 MINUTES WEST ALONG SAID NORTH RIGHT-OF-WAY OF LINCOLN HIGHWAY (U.S. 30). A DISTANCE OF 387,75 FEET; THENCE NORTH 18 DEGREES 34 MINUTES 15 SECONDS EAST A DISTANCE OF 307.50 FEET; THENCE NORTH 49 DEGREES 25 MINUTES 02 SECONDS EAST A DISTANCE OF 940.85 FEET; THENCE NORTH 0 DEGREES 52 MINUTES 58 SECONDS WEST A DISTANCE OF 906.96 FEET; THENCE NORTH 62 DEGREES 04 MINUTES 55 SECONDS WEST A DISTANCE OF 494.27 FEET; THENCE DUE NORTH A DISTANCE OF 83.85 FEET TO THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE SOUTH 88 DEGREES 12 MINUTES EAST ALONG SAID NORTH LINE, A DISTANCE OF 800.0 FEET TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.