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2009 061946

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 SEP -9 AM 10:49

MICHAEL A. BROWN
RECORDER

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
HIGHLAND GROVE
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

→

2004011902-60085-21500 4343

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 19, 2009 is made and executed between GEO PROPERTIES CORP, whose address is 6103 KENNEDY AVENUE, HAMMOND, IN 46323-1045 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 19, 2009 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

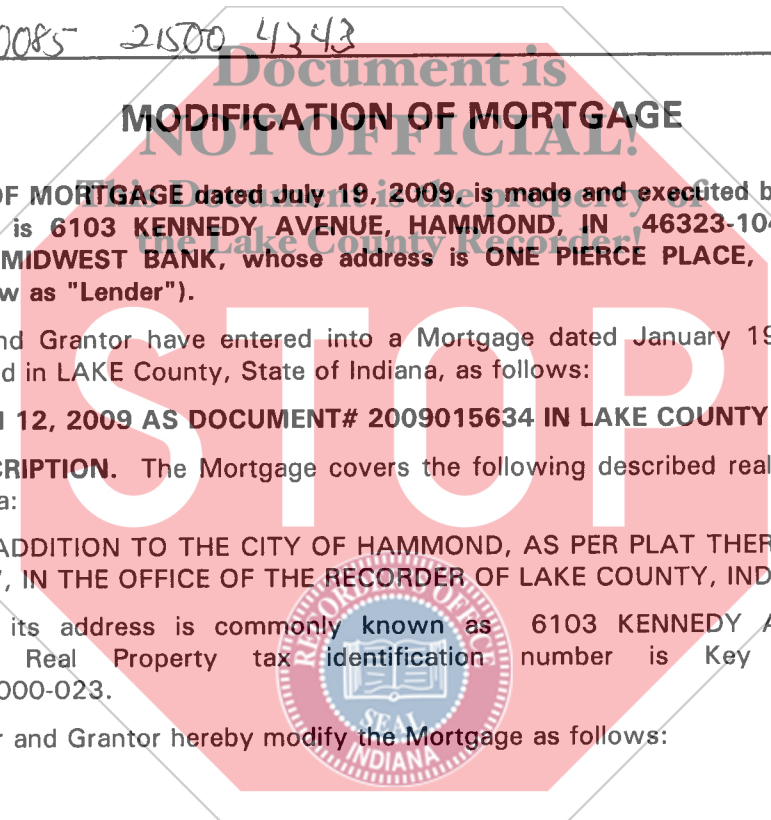
RECORDED MARCH 12, 2009 AS DOCUMENT# 2009015634 IN LAKE COUNTY, IN.

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

LOT 2 IN GIBSON ADDITION TO THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 92, PAGE 17, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 6103 KENNEDY AVENUE, HAMMOND, IN 46323-1045. The Real Property tax identification number is Key No. 33-242-2, Parcel No.45-07-04-401-001.000-023.

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



✓ #00116107
✓ #00116191
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AB

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 60085

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1) To modify the definition of "Indebtedness" by deleting the last sentence in its entirety and replacing it with the following: "At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$1,646,997.24."

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 JULY 19, 2009.

GRANTOR:

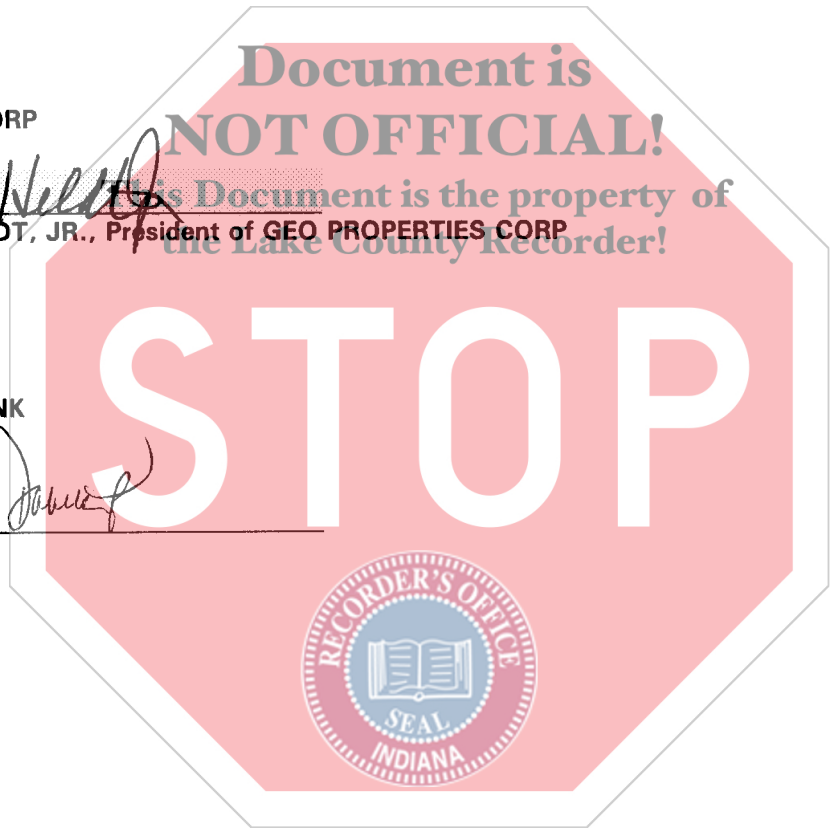
GEO PROPERTIES CORP

By: *George W. Heldt, Jr.*
GEORGE W. HELDT, JR., President of GEO PROPERTIES CORP

LENDER:

FIRST MIDWEST BANK

X *Stewart R. Johnson*
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 60085

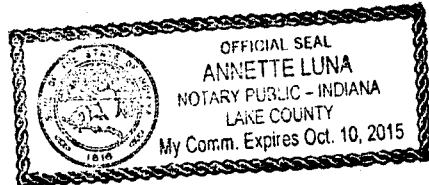
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CORPORATE ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF LAKE

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On this 19th day of July, 20 09, before me, the undersigned Notary Public, personally appeared **GEORGE W. HELDT, JR., President of GEO PROPERTIES CORP**, 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 Annette Luna Residing at Lake County, Indiana

Notary Public in and for the State of Indiana My commission expires 10/10/15

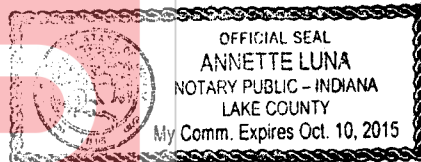
Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STATE OF INDIANA

COUNTY OF LAKE

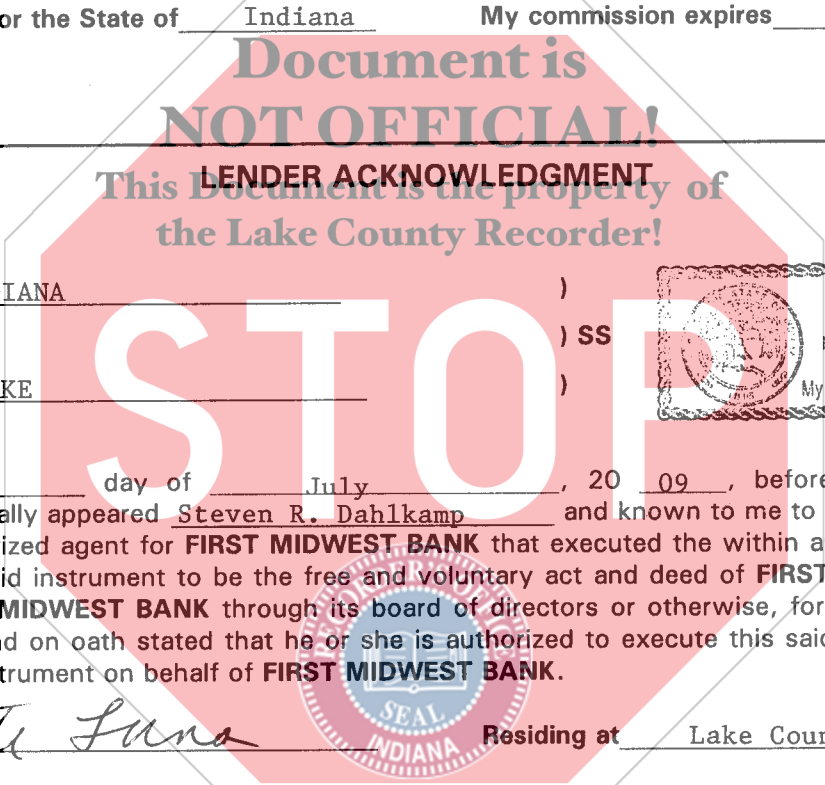
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On this 19th day of July, 20 09, before me, the undersigned Notary Public, personally appeared Steven R. Dahlkamp and known to me to be the Senior Vice President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By Annette Luna Residing at Lake County, Indiana

Notary Public in and for the State of Indiana My commission expires 10/10/15



**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 60085

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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 (FIRST MIDWEST BANK. ANNA MARCELLO)

This Modification of Mortgage was prepared by: ANNA MARCELLO

