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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 062337

2009 SEP 11 AM 9:07

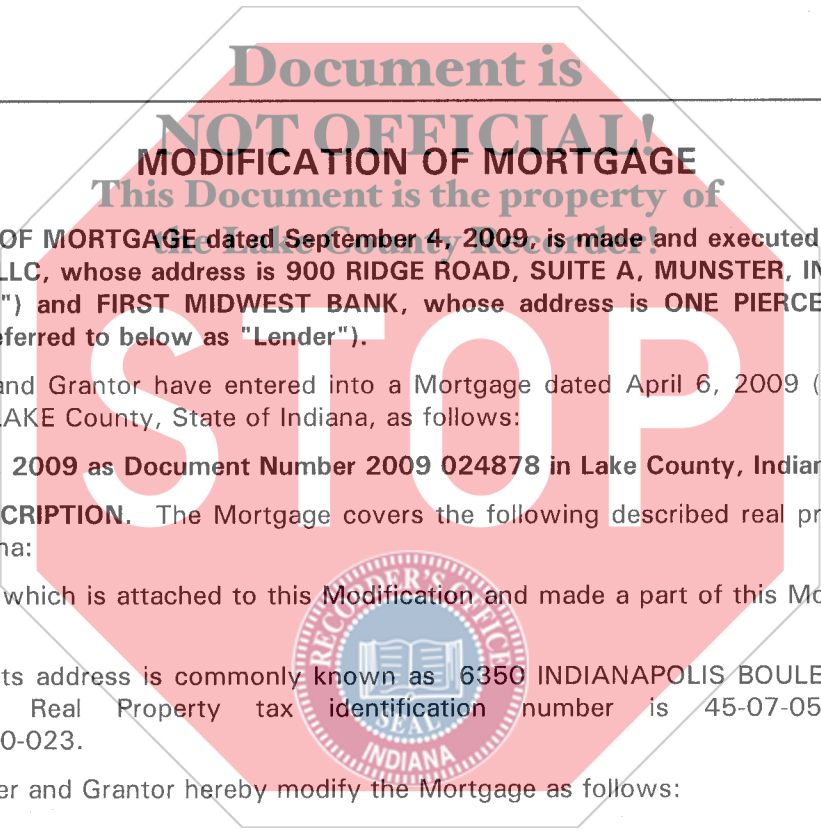
MICHAEL A. BROWN
RECORDER

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



THIS MODIFICATION OF MORTGAGE dated September 4, 2009, is made and executed between KOTSO 45TH AVENUE HOLDINGS, LLC, whose address is 900 RIDGE ROAD, SUITE A, MUNSTER, IN 463211726 (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 April 6, 2009 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded April 20, 2009 as Document Number 2009 024878 in Lake County, Indiana.

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

See EXHIBIT "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 6350 INDIANAPOLIS BOULEVARD, HAMMOND, IN 463232231. The Real Property tax identification number is 45-07-05-377-002.000-023 & 45-07-06-377-002.000-023.

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

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ps

TICOR TITLE - HIGHLAND 920096709

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 59367

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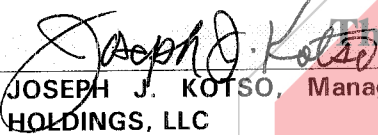
To delete from the paragraph entitled "Maximum Lien" the following: "\$950,000.00", and replace it with the following: "\$475,000.00".

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 4, 2009.

GRANTOR:

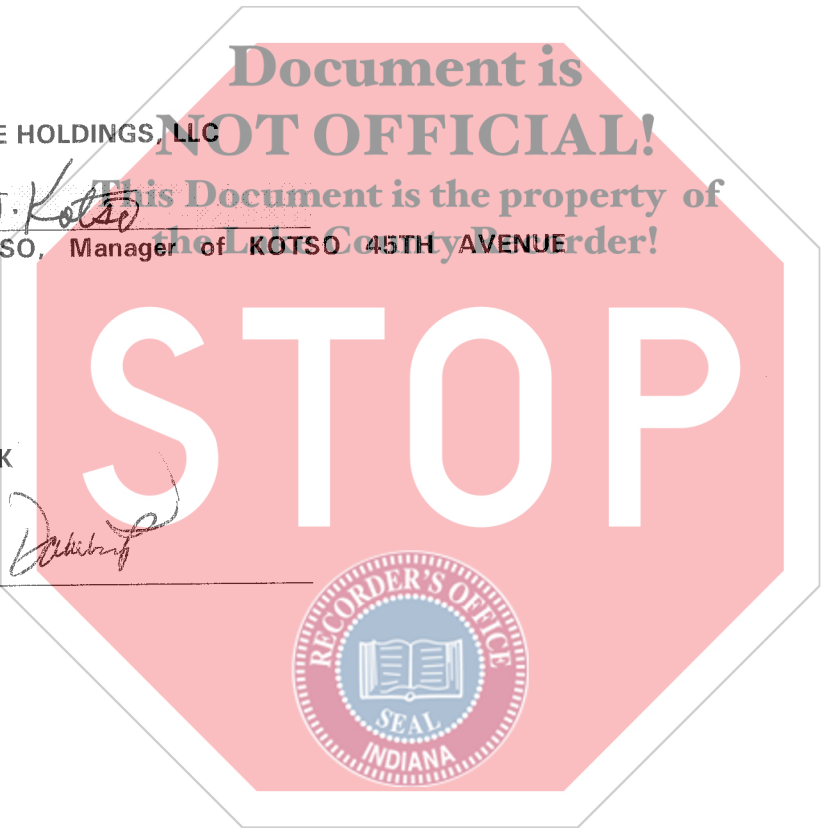
KOTSO 45TH AVENUE HOLDINGS, LLC

By:  **JOSEPH J. KOTSO, Manager of KOTSO 45TH AVENUE HOLDINGS, LLC**

LENDER:

FIRST MIDWEST BANK

X  **Authorized Signer**



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 59367

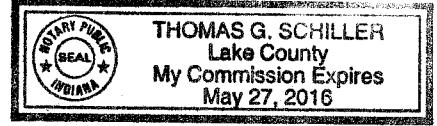
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)

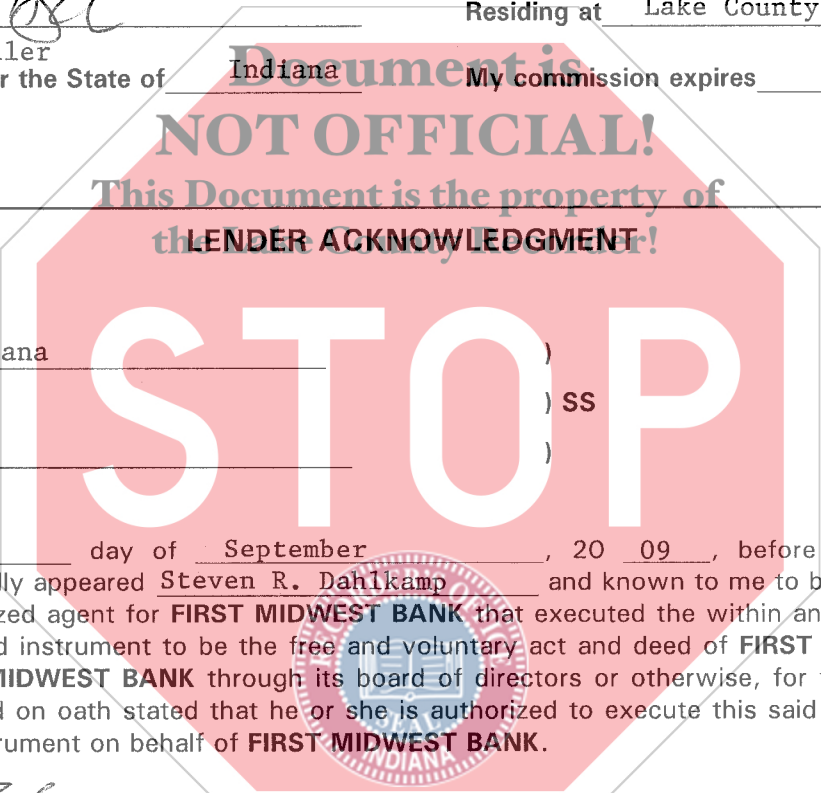
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COUNTY OF Lake)



On this 04 day of September, 20 09, before me, the undersigned Notary Public, personally appeared **JOSEPH J. KOTSO, Manager of KOTSO 45TH AVENUE HOLDINGS, 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 *TS* Residing at Lake County
Thomas G. Schiller
Notary Public in and for the State of Indiana My commission expires 05/27/16



STATE OF Indiana)

) SS

COUNTY OF Lake)

On this 04 day of September, 20 09, before me, the undersigned Notary Public, personally appeared Steven R. Dahlkamp and known to me to be the _____, 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 *TS* Residing at Lake County
Thomas G. Schiller
Notary Public in and for the State of Indiana My commission expires 05/27/16

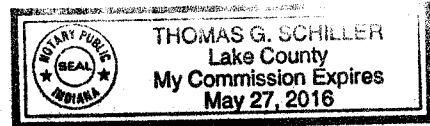


EXHIBIT "A"

Beginning at a point 623.00 feet North and 33.00 feet West of the Southeast corner of the Southwest 1/4 of Section 5, Township 36 North, Range 9 West, proceed West at right angles to the centerline of Section 5, a distance of 368.45 feet; thence proceed Southwesterly along an arc having a radius of 30.0 feet a distance of 47.124 feet; thence proceed South a distance of 152.06 feet; thence proceed West a distance of 45.0 feet; thence proceed Southwesterly along an arc having a radius of 40.0 feet a distance of 62.832 feet; thence proceed South a distance of 68.56 feet; thence proceed West a distance of 206.73 feet; thence proceed North 36 degrees 41 minutes 15 seconds West a distance of 367.78 feet; thence proceed North 53 degrees 18 minutes 45 seconds East a distance of 43.01 feet; thence proceed East a distance of 875.34 feet, more or less to a point which is 653.00 feet North and 33.00 feet West of the Southeast corner of the Southwest 1/4 of Section 5, Township 36 North, Range 9 West; thence proceed South 30.00 feet to the place of beginning, all in the City of Hammond, Lake County, Indiana.



RECORDING PAGE

