

8

2011 018138

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2011 MAR 03 AM 8:40

**RECORDATION REQUESTED BY:**

FIRST MIDWEST BANK  
MOLINE MAIN  
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

↗

8000148915-47954 #2232 80000

**Document is NOT OFFICIAL!**  
**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated December 19, 2010, is made and executed between LB PARTNERS, AN ILLINOIS GENERAL PARTNERSHIP, whose address is 946 17TH STREET, MOLINE, IL 612653152 (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").

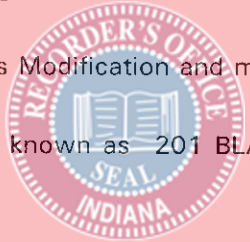
**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 19, 2004 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

RECORDED JUNE 11, 2004 AS DOCUMENT NO. 2004 049446, A MODIFICATION OF MORTGAGE DATED DECEMBER 1, 2004 RECORDED JANUARY 28, 2005 AS DOCUMENT NO. 2005 006676 AND A MODIFICATION OF MORTGAGE DATED DECEMBER 19, 2005 AND RECORDED MARCH 8, 2006 AS DOCUMENT NO. 2006 019008.

**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 201 BLAINE STREET, GARY, IN 40406. The Real



AMOUNT \$ 31

CASH \_\_\_\_\_ CHARGE \_\_\_\_\_

CHECK # 100 233045

OVERAGE \_\_\_\_\_

COPY \_\_\_\_\_

NON-COM \_\_\_\_\_

CLERK RM

3 Ref

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 47954

Page 2

Property tax identification number is 45-07-02-127-001.000-004 AND 45-07-02-127-003.000-004.

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

**TO MODIFY THE DEFINITION OF "NOTE" BY DELETING THE SENTENCE "THE MATURITY DATE OF THIS MORTGAGE IS DECEMBER 19, 2010".**

**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 endorser 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.



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 47954

Page 3

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 19, 2010.

GRANTOR:

LB PARTNERS, AN ILLINOIS GENERAL PARTNERSHIP

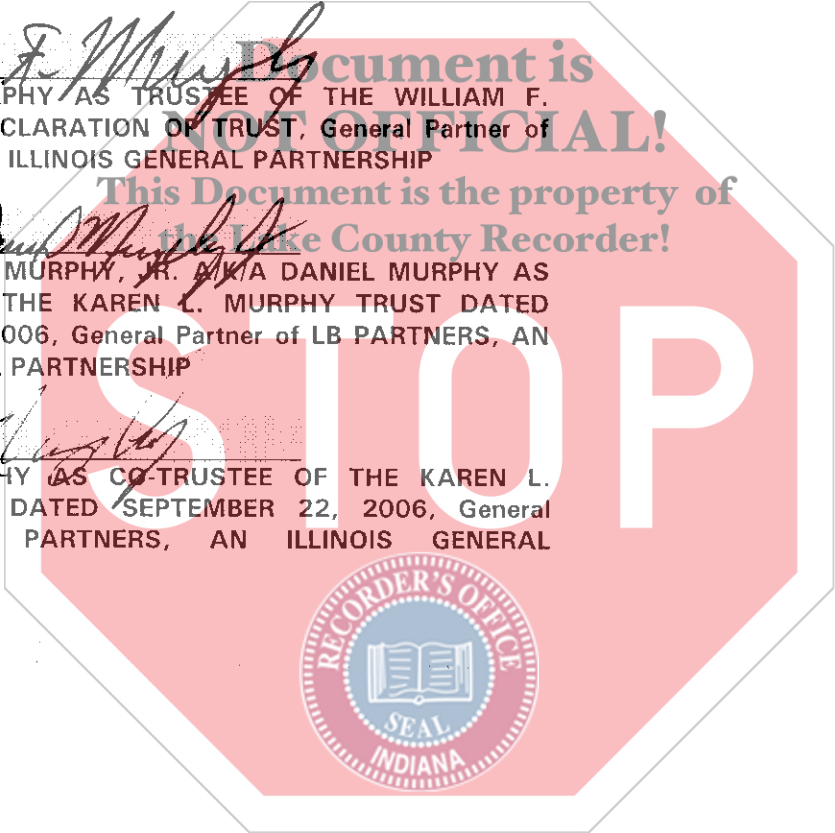
By: Donald R. Bealer  
DONALD R. BEALER, AS TRUSTEE OF THE DONALD R. BEALER TRUST DATED SEPTEMBER 9, 2004, General Partner of LB PARTNERS, AN ILLINOIS GENERAL PARTNERSHIP

By: Beverly J. Bealer  
BEVERLY J. BEALER AS TRUSTEE OF THE BEVERLY J. BEALER TRUST DATED SEPTEMBER 9, 2004, General Partner of LB PARTNERS, AN ILLINOIS GENERAL PARTNERSHIP

By: William F. Murphy  
WILLIAM F. MURPHY AS TRUSTEE OF THE WILLIAM F. MURPHY SELF DECLARATION OF TRUST, General Partner of LB PARTNERS, AN ILLINOIS GENERAL PARTNERSHIP

By: Michael Daniel Murphy, Jr.  
MICHAEL DANIEL MURPHY, JR. / A DANIEL MURPHY AS CO-TRUSTEE OF THE KAREN L. MURPHY TRUST DATED SEPTEMBER 22, 2006, General Partner of LB PARTNERS, AN ILLINOIS GENERAL PARTNERSHIP

By: Karen L. Murphy  
KAREN L. MURPHY AS CO-TRUSTEE OF THE KAREN L. MURPHY TRUST DATED SEPTEMBER 22, 2006, General Partner of LB PARTNERS, AN ILLINOIS GENERAL PARTNERSHIP



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 47954

Page 4

LENDER:

FIRST MIDWEST BANK

x Mark A. Ears  
Authorized Signer

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Rock Island ) SS

On this 28<sup>th</sup> day of February, 2011, before me, the undersigned Notary Public, personally appeared **DONALD R. BEALER, AS TRUSTEE OF THE DONALD R. BEALER TRUST DATED SEPTEMBER 9, 2004, General Partner of LB PARTNERS, AN ILLINOIS GENERAL PARTNERSHIP**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By Deane Burt  
Notary Public in and for the State of Illinois

Residing at Moline  
My commission expires \_\_\_\_\_

OFFICIAL SEAL  
PAGE C BRISTOL  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES: 04/26/14



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 47954

Page 5

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Illinois )

COUNTY OF Rock Island ) SS )

On this 28<sup>th</sup> day of February, 20 11, before me, the undersigned Notary Public, personally appeared **BEVERLY J. BEALER AS TRUSTEE OF THE BEVERLY J. BEALER TRUST DATED SEPTEMBER 9, 2004, General Partner of LB PARTNERS, AN ILLINOIS GENERAL PARTNERSHIP**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By [Signature]

Residing at Madison

Notary Public in and for the State of Illinois

My commission expires OFFICIAL SEAL PAGE C BRISTOL NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:04/26/14



STATE OF Illinois )

COUNTY OF Rock Island ) SS )

On this 28<sup>th</sup> day of February, 20 11, before me, the undersigned Notary Public, personally appeared **WILLIAM F. MURPHY AS TRUSTEE OF THE WILLIAM F. MURPHY SELF DECLARATION OF TRUST, General Partner of LB PARTNERS, AN ILLINOIS GENERAL PARTNERSHIP**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By [Signature]

Residing at Madison

Notary Public in and for the State of Illinois

My commission expires OFFICIAL SEAL PAGE C BRISTOL NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:04/26/14

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 47954

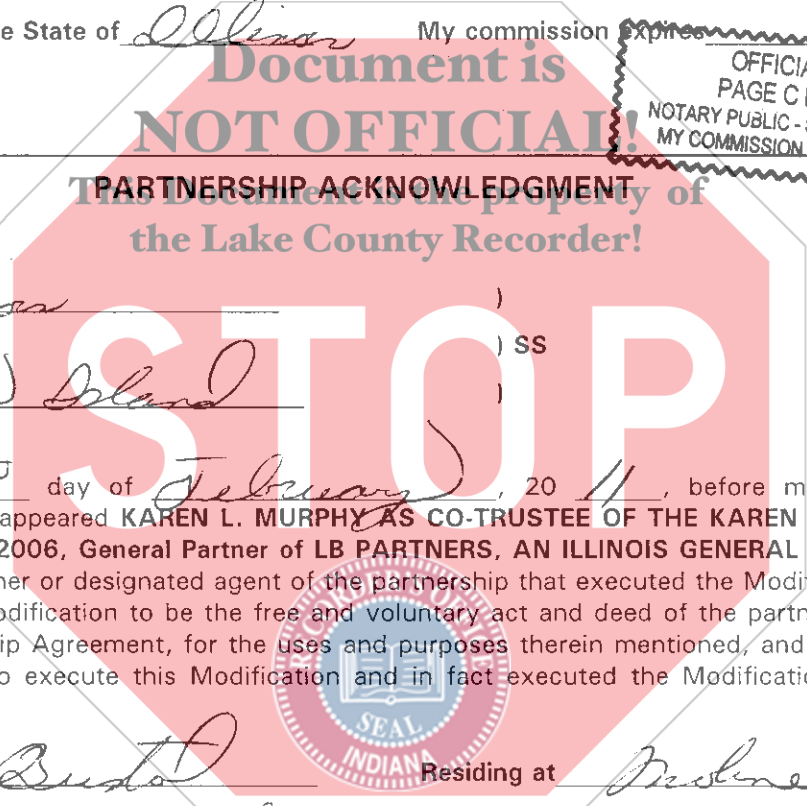
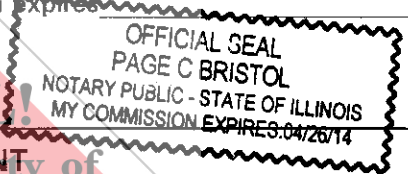
Page 6

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Rock Island )

On this 28th day of February, 20 11, before me, the undersigned Notary Public, personally appeared **MICHAEL DANIEL MURPHY, JR. A/K/A DANIEL MURPHY AS CO-TRUSTEE OF THE KAREN L. MURPHY TRUST DATED SEPTEMBER 22, 2006, General Partner of LB PARTNERS, AN ILLINOIS GENERAL PARTNERSHIP**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

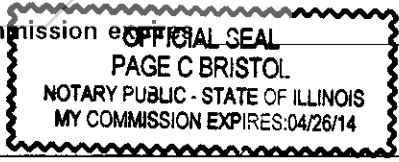
By [Signature] Residing at Madison  
Notary Public in and for the State of Illinois My commission expires \_\_\_\_\_



STATE OF Illinois )  
 ) SS  
COUNTY OF Rock Island )

On this 28th day of February, 20 11, before me, the undersigned Notary Public, personally appeared **KAREN L. MURPHY AS CO-TRUSTEE OF THE KAREN L. MURPHY TRUST DATED SEPTEMBER 22, 2006, General Partner of LB PARTNERS, AN ILLINOIS GENERAL PARTNERSHIP**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By [Signature] Residing at Madison  
Notary Public in and for the State of Illinois My commission expires \_\_\_\_\_





MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 47954

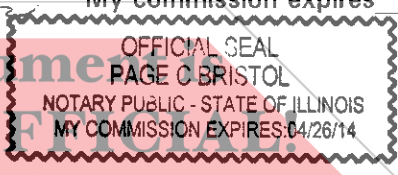
Page 7

LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Rock Island )

On this 28th day of February, 2011, before me, the undersigned Notary Public, personally appeared Mark Edwards and known to me to be the 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**.

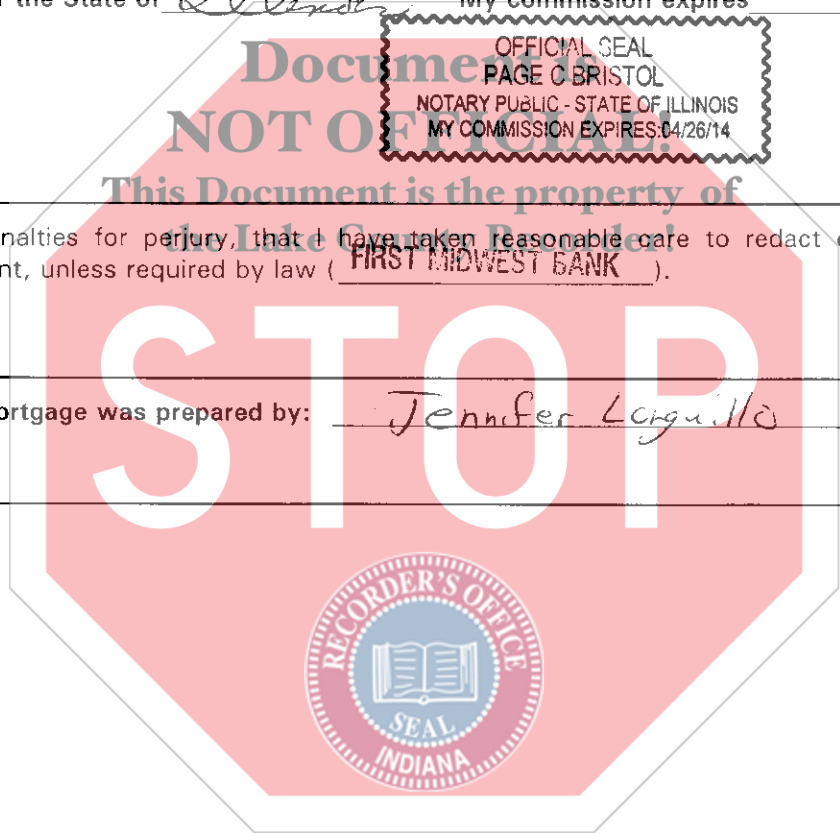
By Page Bristol Residing at Madison  
Notary Public in and for the State of Illinois My commission expires \_\_\_\_\_



Document  
NOT OF  
This Document is the property of

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 ).

This Modification of Mortgage was prepared by: Jennifer Loguillo



## EXHIBIT "A"

The North 400 feet of part of the East half of the Northwest Quarter of Section 2, Township 36 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, more particularly described as follows: Commencing at the "T" Rail at the center of said Section 2, thence West along the South line of the Northwest Quarter of said Section 2, 100 feet; thence North 00 degrees 15 minutes 30 seconds West parallel with the East line of the Northwest Quarter of said Section 2 along the West right of way line of the E.J. and E. Railroad, a distance of 2,310.90 feet to the point of beginning, which is 314.44 feet South of the North line of said Section 2; thence North 89 degrees 58 minutes 12 seconds West and parallel with the South line of the Northwest Quarter of said Section 2, 1163.90 feet; thence South 00 degrees 15 minutes 30 seconds East and parallel with the East line of the Northwest Quarter of said Section 2, 1,363.34 feet; thence South 89 degrees 58 minutes 12 seconds East and parallel with the South line of the Northwest Quarter of said Section 2, 1163.90 feet; thence North 00 degrees 15 minutes 30 seconds and parallel with the East line of the Northwest Quarter of said Section 2, to the point of beginning.

### Parcel 2:

Part of the East 1/2 of the Northwest 1/4 of Section 2, Township 36 North, Range 9 West of the of the 2nd Principal Meridian, Lake County, Indiana, being particularly described as: Commencing at a "T" rail at the center of said Section 2; thence West along the South line of the Northwest 1/4 of Section 2, 100 feet; thence North 00 degrees 15 minutes 30 seconds West parallel with the East line of the Northwest 1/4 of said Section 2 along the West right-of-way line of the Elgin Joliet and Eastern Railroad, a distance of 1910.88 feet to the POINT OF BEGINNING, which is 714.45 feet South of the North line of said Section 2; thence South 00 degrees 15 minutes 30 seconds East, along the West right-of-way line of the Elgin Joliet and Eastern Railroad, 400.31 feet; thence North 89 degrees 57 minutes 15 seconds West, 602.95 feet; thence North 00 degrees 15 minutes 30 seconds West, 400.15 feet; thence South 89 degrees 58 minutes 12 seconds East to the West right-of-way line of the Elgin Joliet and Eastern Railroad, 602.95 feet to the point of beginning.

