

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 040872

2012 JUN 21 AM 8:43

MICHAEL FAJMAN
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

2000040505 - 65734, 4336, 21500

Document is
NOT OFFICIAL!

THIS MODIFICATION OF MORTGAGE dated May 2, 2012, is made and executed between HENDERSON PROPERTIES, LLC, whose address is 12818 GRANT STREET, CROWN POINT, IN 463079123 (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 24, 2008 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded as Document No. 2008 037410 on May 21, 2008 and a Modification of Mortgage dated November 18, 2011, recorded December 14, 2011 as Document No. 2011072181.

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

LOT 4 IN ARROWHEAD RIDGE INDUSTRIAL PARK, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 84, PAGE 52, AND AMENDED BY CERTIFICATE OF CORRECTION RECORDED JUNE 10, 1998 AS DOCUMENT NO. 98042909, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 1260 ARROWHEAD COURT, CROWN POINT, IN

AMOUNT \$ 23.00
CASH _____ CHARGE _____
CHECK# 100334806
OVERAGE 100334936
COPY _____
NON-CONF _____
DEPUTY TR

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**MODIFICATION OF MORTGAGE
(Continued)**

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463078222. The Real Property tax identification number is 45-16-04-251-005.000-042.

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

To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: "Note. The word "Note" means the promissory note or credit agreement dated May 2, 2012 in the original principal amount of \$556,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. Notice. Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. Notice to Grantor: The Note contains a variable interest rate." and in the paragraph titled "Maximum Lien" delete the words "exceed \$1,050,000.00" and replace with "exceed \$1,668,000.00".

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.

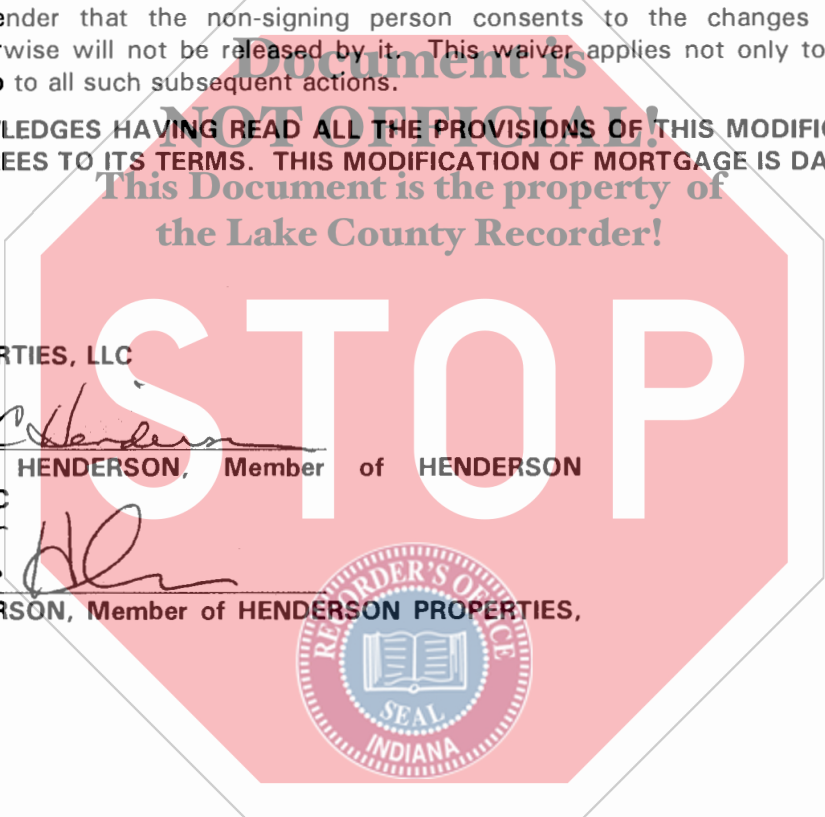
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 2, 2012.

GRANTOR:

HENDERSON PROPERTIES, LLC

By: 
ROSALIND C. HENDERSON, Member of HENDERSON
PROPERTIES, LLC

By: 
JOEL S. HENDERSON, Member of HENDERSON PROPERTIES,
LLC



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(Continued)

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LENDER:

FIRST MIDWEST BANK

Donald McLean
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

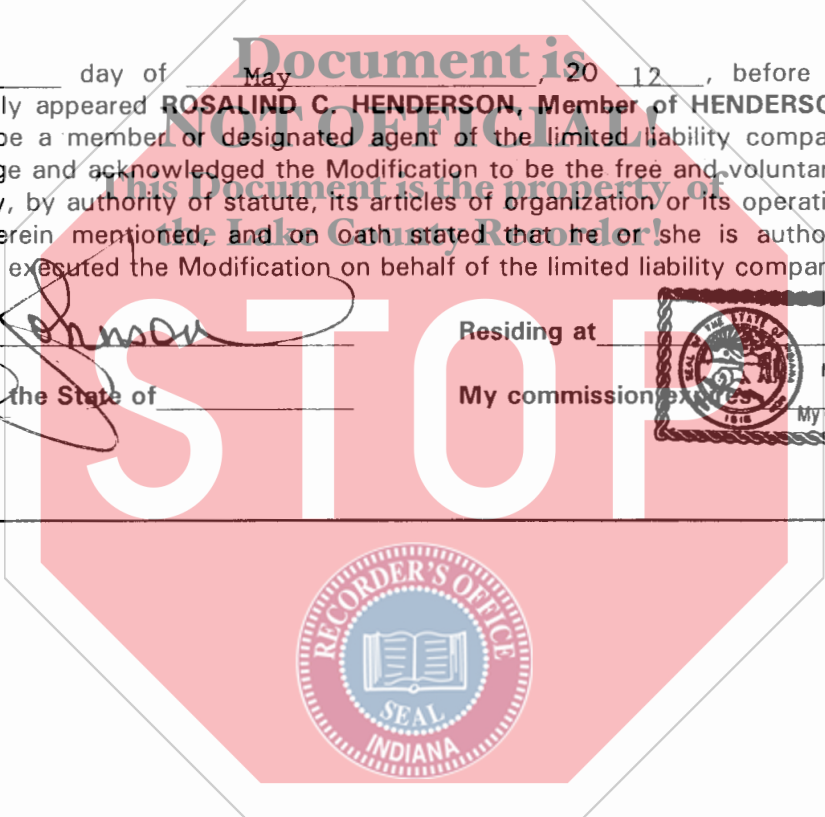
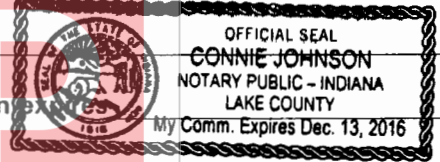
STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 21st day of May, 2012, before me, the undersigned Notary Public, personally appeared **ROSALIND C. HENDERSON**, Member of **HENDERSON PROPERTIES, 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 Connie Johnson
Notary Public in and for the State of _____

Residing at _____

My commission expires _____



MODIFICATION OF MORTGAGE
(Continued)

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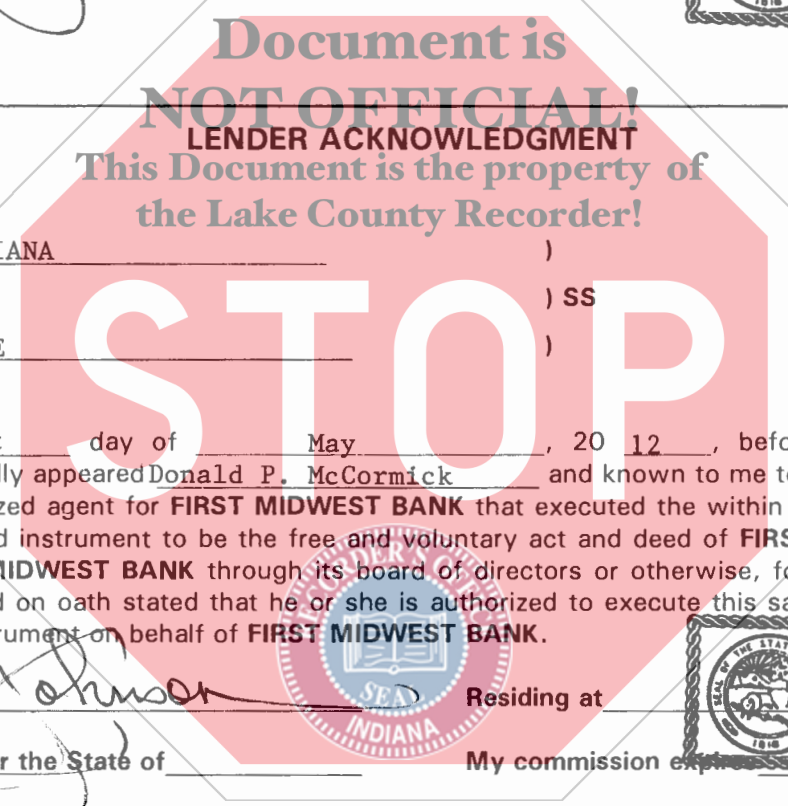
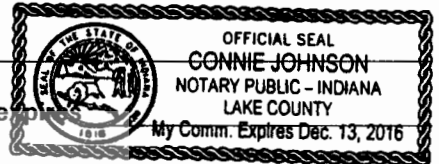
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 21st day of May, 20 12, before me, the undersigned Notary Public, personally appeared **JOEL S. HENDERSON**, Member of **HENDERSON PROPERTIES, 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 *Joel S. Henderson*
Notary Public in and for the State of _____

Residing at _____
My commission expires _____

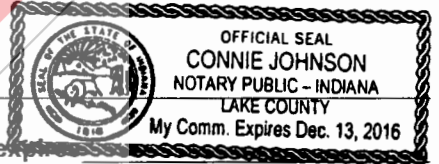


STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 21st day of May, 20 12, before me, the undersigned Notary Public, personally appeared Donald P. McCormick and known to me to be the 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 *Connie Johnson*
Notary Public in and for the State of _____

Residing at _____
My commission expires _____



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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 (Donald P. McCormick).

This Modification of Mortgage was prepared by: Donald P. McCormick, Vice President

