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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 060489

2012 SEP -6 AM 11:03

MICHELLE R. 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

215024222-UN095, 4335, 21500

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 19, 2012, is made and executed between M.A. PROPERTIES VIII, LLC, whose address is 9156 MAPLE DRIVE, ST. JOHN, IN 463739149 (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").

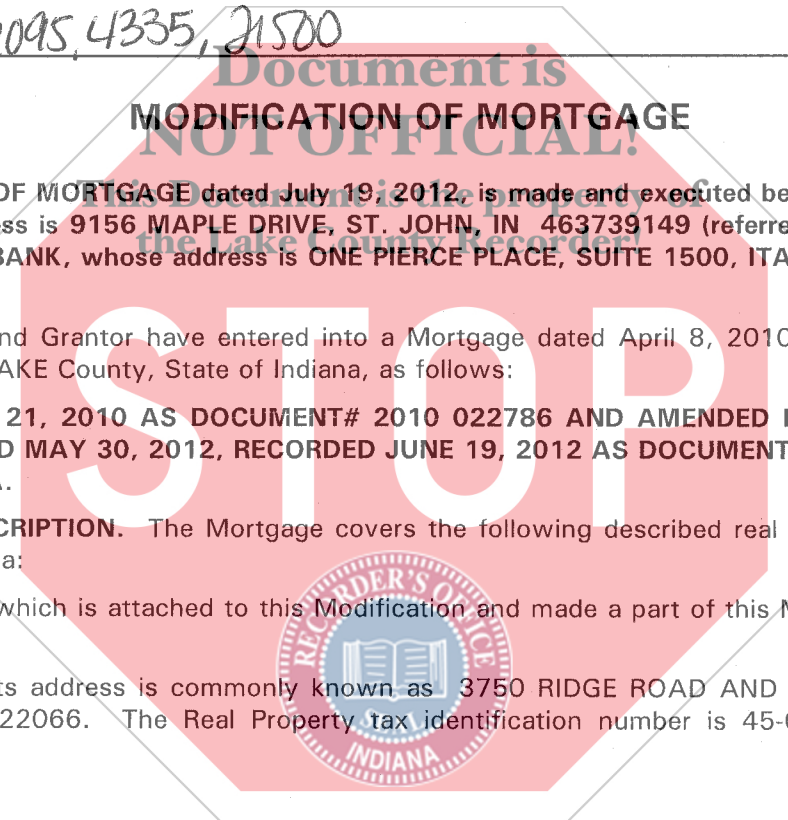
MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 8, 2010 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

RECORDED APRIL 21, 2010 AS DOCUMENT# 2010 022786 AND AMENDED BY A MODIFICATION OF MORTGAGE DATED MAY 30, 2012, RECORDED JUNE 19, 2012 AS DOCUMENT# 2012 040181 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 3750 RIDGE ROAD AND 8920 KLEINMAN ROAD, HIGHLAND, IN 463222066. The Real Property tax identification number is 45-07-22-456-014.000-026,



2150

AMOUNT \$ 24.00
CASH _____ CHARGE _____
CHECK # 1003505216 1003505536
OVERAGE _____ 160350713
COPY _____
NON-COM _____
CLERK JM

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 66095

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45-07-27-202-009.000-026, 45-15-28-202-002.000-014, 45-07-22-456-013.000-026 AND
45-07-27-202-008.000-026.

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 July 19, 2012 in the original principal amount of \$567,000.00 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 maturity date of the Note is July 19, 2017"

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, 2012.

GRANTOR:

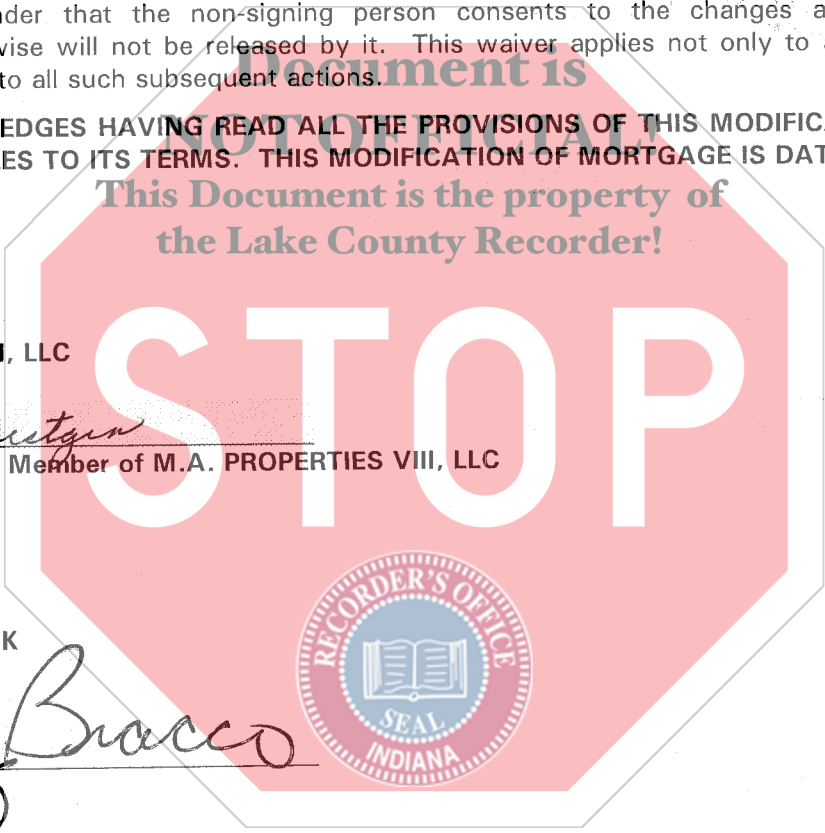
M.A. PROPERTIES VIII, LLC

By: Mary Austgen
MARY AUSTGEN, Member of M.A. PROPERTIES VIII, LLC

LENDER:

FIRST MIDWEST BANK

X Joe Bracco
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

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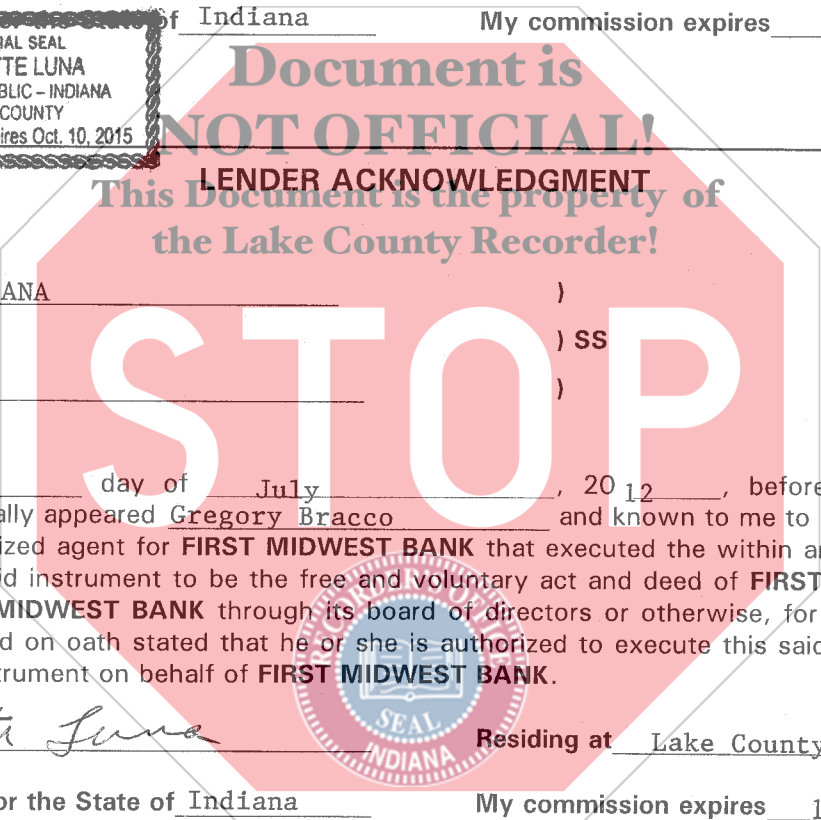
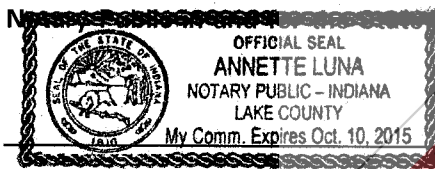
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 30th day of July, 20 12, before me, the undersigned Notary Public, personally appeared **MARY AUSTGEN, Member of M.A. PROPERTIES VIII, 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 Annette Luna Residing at Lake County, Indiana

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

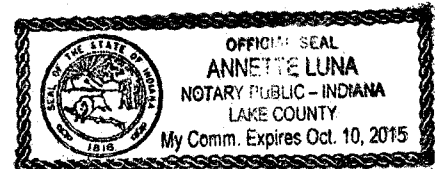


STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 30th day of July, 20 12, before me, the undersigned Notary Public, personally appeared Gregory Bracco 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)**

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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 (Sandy Houseman).

This Modification of Mortgage was prepared by: FIRST MIDWEST BANK



EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1: Part of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 36 North, Range 9 West of the 2nd Principal Meridian, more particularly described as: Commencing at the Southeast corner of said Southwest 1/4 of the Southeast 1/4; thence North on the East line of said Southwest 1/4 of the Southeast 1/4 a distance of 22.8 feet to the Southerly right of way line of Ridge Road; thence Westerly on said Southerly right of way line a distance of 166.84 feet; thence South a distance of 46.53 feet to the South line of said Section 22, thence East on said South line a distance of 165.00 feet to the place of beginning, all in the Town of Highland, in Lake County, Indiana

Parcel 2: The East 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 (except the South 5 acres thereof, and except the North 330 feet of the West 165 feet thereof) in Section 27, Township 36 North, Range 9 West of the 2nd Principal Meridian, exception from the above last described description, the South 189.3 feet of the East 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 (except the South 5 acres thereof) of said Section 27; also excepting from said last description, part of the East 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 27 aforesaid, described as beginning at a point on the East line of said Northwest 1/4 of the Northeast 1/4, said point being 189.5 feet North of the Northeast corner of the South 5 acres of the East 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4; thence West 332.7 feet to a point on the West line of said East 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4, said point being 189.3 feet North of the Northwest corner of said South 5 acres of said East 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4; thence North on the West line of said East 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4, 143 feet to a point 330 feet South of the North line of said Northwest 1/4 of the Northeast 1/4; thence East parallel to the North line of said Northwest 1/4 of the Northeast 1/4, 166.9 feet; thence Southeasterly 186.02 feet to a point on the East line of said Northwest 1/4 of the Northeast 1/4 which is 73 feet North of the place of beginning; thence South on the East line 73 feet to the place of beginning, all in the Town of Highland, Lake County, Indiana.

Parcel 3: That part lying South of Ridge Road of the East 30 feet of the West 1/2 of the East 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 36 North, Range 9 West of the 2nd Principal Meridian, more particularly described as follows: Beginning at the Southeast corner of the West 1/2 of the East 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22; thence North 89 degrees 28 minutes West a distance of 30.0 feet; thence North on a line parallel to and 30.0 feet West of the East line of the East 30.0 feet of the West 1/2 of the East 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, a distance of 47.97 feet, thence South 81 degrees 18 minutes East on the South line of Ridge Road, a distance of 30.28 feet; thence South on the East line of the East 30 feet of the West 1/2 of the East 1/2 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, a distance of 43.80 feet to the point of beginning.

Parcel 4: The North 350.00 feet of the East 30 feet of the West 1/2 of the East 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 27, Township 36 North, Range 9 West of the 2nd Principal meridian, more particularly described as follows: Beginning at the Northeast corner of the West 1/2 of the East 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 27; thence South on the East line of the East 30.0 feet of the West 1/2 of the East 1/2 of the East 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 27, a distance of 330.0 feet; thence North 89 degrees 28 minutes West a distance of 30.0 feet; thence North on a line parallel to and 30.0 feet West of the East line of Section 27, a distance of 330.0 feet; thence South 89 degrees 28 minutes East, along the North line of said Section 27, a distance of 30.0 feet to the point of beginning, all in the Town of Highland, Lake County, Indiana.

Parcel 5: Lot 8 in Airport Heights, as per plat thereof, recorded in Plat Book 34 page 11, in the Office of the Recorder of Lake County, Indiana.