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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2012 084655

2012 DEC -3 AM 9:24

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



99010405-1 21500 #4335

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated October 23, 2012, is made and executed between R & B 455, LLC, whose address is 1901 LINCOLNWOOD ROAD, SCHERERVILLE, IN 463751886 (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").

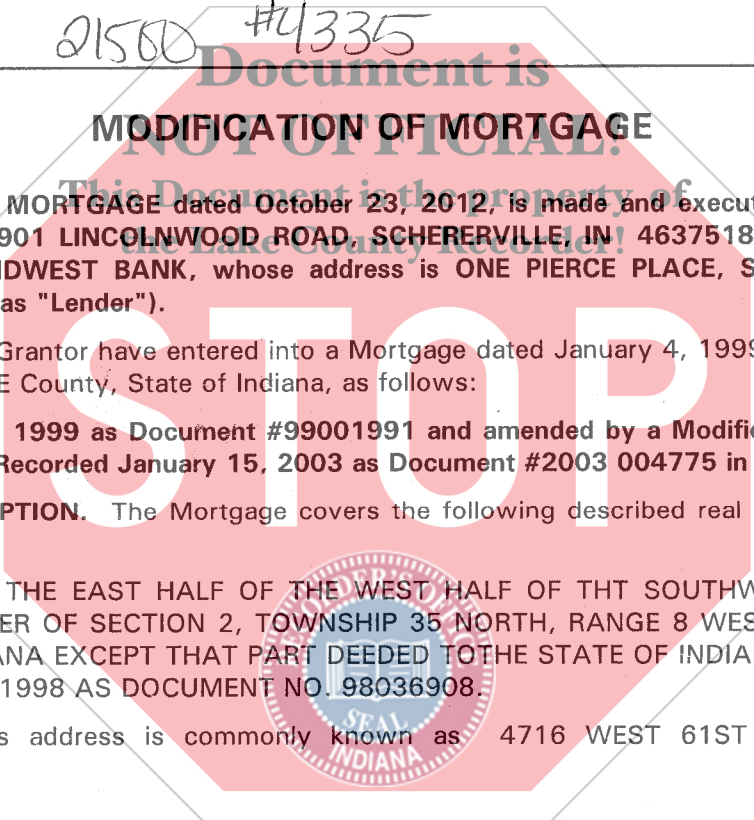
**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 4, 1999 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded January 12, 1999 as Document #99001991 and amended by a Modification of Mortgage dated December 10, 2002, Recorded January 15, 2003 as Document #2003 004775 in Lake County, Indiana.

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

THE EAST HALF OF THE EAST HALF OF THE WEST HALF OF THE WEST SW CORNER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA EXCEPT THAT PART DEEDED TO THE STATE OF INDIANA IN WARRANTY DEED RECORDED MAY 20, 1998 AS DOCUMENT NO. 98036908.

The Real Property or its address is commonly known as 4716 WEST 61ST AVENUE, HOBART, IN



2 ref

AMOUNT \$ 20  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK# 100372056  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-CONF \_\_\_\_\_  
DEPUTY LER

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**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 1

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463246478. The Real Property tax identification number is 45-12-02-352-006.000-018.

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

To delete section 1.01 and section 1.02 in its entirety and replace it with the following: 1.01. Note. The word "Note" means "the promissory note dated October 23, 2012 in the original principal amount of \$95,668.92 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 5.250% per annum. The maturity date of the Note is August 23, 2015".

**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 OCTOBER 23, 2012.**

**GRANTOR:**

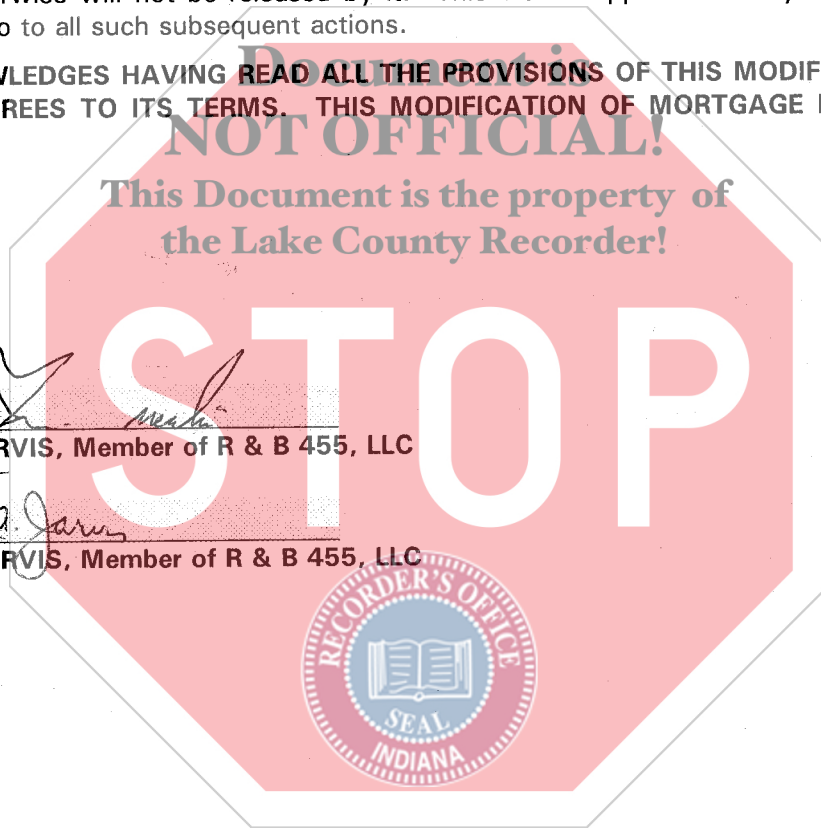
R & B 455, LLC

By: 

WILLIAM A. JARVIS, Member of R & B 455, LLC

By: 

RAMONA A. JARVIS, Member of R & B 455, LLC



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 1

LENDER:

FIRST MIDWEST BANK

*[Signature]*  
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA )

) SS

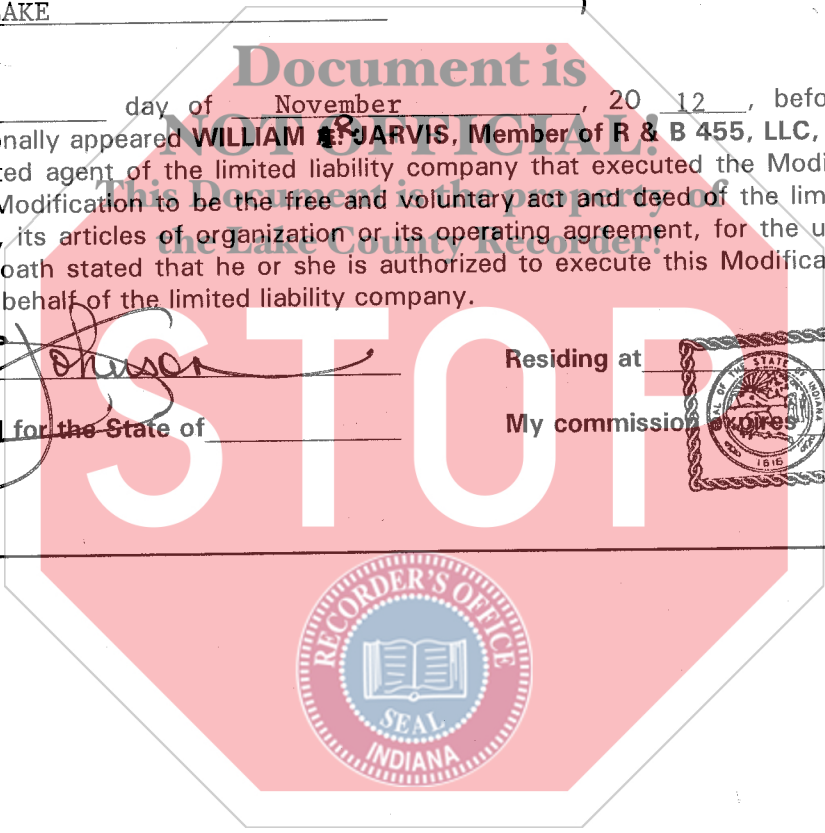
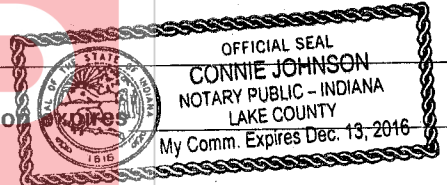
COUNTY OF LAKE )

On this 12th day of November, 2012, before me, the undersigned Notary Public, personally appeared WILLIAM J. JARVIS, Member of R & B 455, 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 *[Signature]*  
Notary Public in and for the State of

Residing at

My commission



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 1

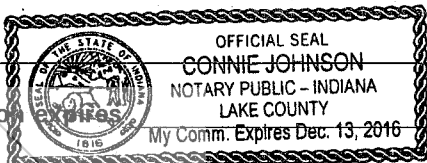
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

On this 12th day of November, 20 12, before me, the undersigned Notary Public, personally appeared **RAMONA A. JARVIS, Member of R & B 455, 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 \_\_\_\_\_  




STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

On this 12th day of November, 20 12, before me, the undersigned Notary Public, personally appeared Gregory Bracco and known to me to be the Sr. Vice Pres., 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 \_\_\_\_\_  


**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 ( Gregory Bracco ).

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This Modification of Mortgage was prepared by: Gregory Bracco, Sr. Vice President

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**EXHIBIT "A"**

**THE EAST HALF OF THE EAST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND P.M., IN LAKE COUNTY, INDIANA EXCEPT THAT PART DEEDED TO THE STATE OF INDIANA IN WARRANTY DEED RECORDED MAY 20, 1998 AS DOCUMENT NO. 98036908.**

**COMMON ADDRESS: 4716 W. 61ST AVENUE, HOBART, INDIANA.**

**KEY NO. #17-34-35**

