

7

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2012 085323

2012 DEC -4 PM 3:33

RECORDATION REQUESTED BY:  
FIRST MIDWEST BANK  
HIGHLAND GROVE  
ONE PIERCE PLACE  
SUITE 1500  
ITASCA, IL 60143

MICHAEL J. FAJMAN  
RECORDER

WHEN RECORDED MAIL TO:  
First Midwest Bank  
Gurnee Branch  
→ P.O. Box 9003  
Gurnee, IL 60031-2502

215024658-201  
Ridgeway Petroleum

Document is  
NOT OFFICIAL!

THIS MODIFICATION OF MORTGAGE dated October 2, 2012, is made and executed between LAKE COUNTY TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED MARCH 6, 1995 AND KNOWN AS TRUST# 4662, whose address is 2200 N. MAIN STREET, CROWN POINT, IN 463071802 (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 October 2, 2009 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

RECORDED OCTOBER 13, 2009 AS DOCUMENT# 2009068814 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 1440 INDIANAPOLIS BOULEVARD (PARCEL 1), WHITING, IN 463941133 AND 260-165TH STREET (PARCEL 2), HAMMOND, IN 463241064. The Real Property tax identification number is 45-03-06-304-007.000-023, 45-03-06-304-008.000-023,

Refi

AMOUNT \$ 27<sup>00</sup>  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK# 100366589  
OVERAGE 100372148  
COPY \_\_\_\_\_  
NON-CONF \_\_\_\_\_  
DEPUTY RB

g

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 201

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45-03-06-304-009.000-023, 45-03-06-304-010.000-023, 45-03-06-304-011.000-023,  
45-03-06-304-002.000-023, 45-03-06-304-003.000-023 (PARCEL 1) AND 45-06-12-128-001.000-023,  
45-06-12-128-002.000-023, 45-06-12-128-003.000-023, 45-06-12-128-004.000-023,  
45-06-12-128-005.000-023, 45-06-12-128-006.000-023, 45-06-12-128-007.000-023,  
45-06-12-128-008.000-023, 45-06-12-128-009.000-023 AND 45-06-12-128-010.000-023.

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

To modify the definition of note to add the following: "The Maturity date of the Note is October 5, 2014".

**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 2, 2012.**

**GRANTOR:**

**This Document is the property of  
the Lake County Recorder!**

**LAKE COUNTY TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE  
U/T/A DATED MARCH 6, 1995 AND KNOWN AS TRUST# 4662**

By: SEE SIGNATURE PAGE ATTACHED

**LAKE COUNTY TRUST COMPANY, Trustee of LAKE COUNTY  
TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE  
U/T/A DATED MARCH 6, 1995 AND KNOWN AS TRUST#  
4662**



MODIFICATION OF MORTGAGE  
(Continued)

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LENDER:

FIRST MIDWEST BANK

X *Donald McLeod*  
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

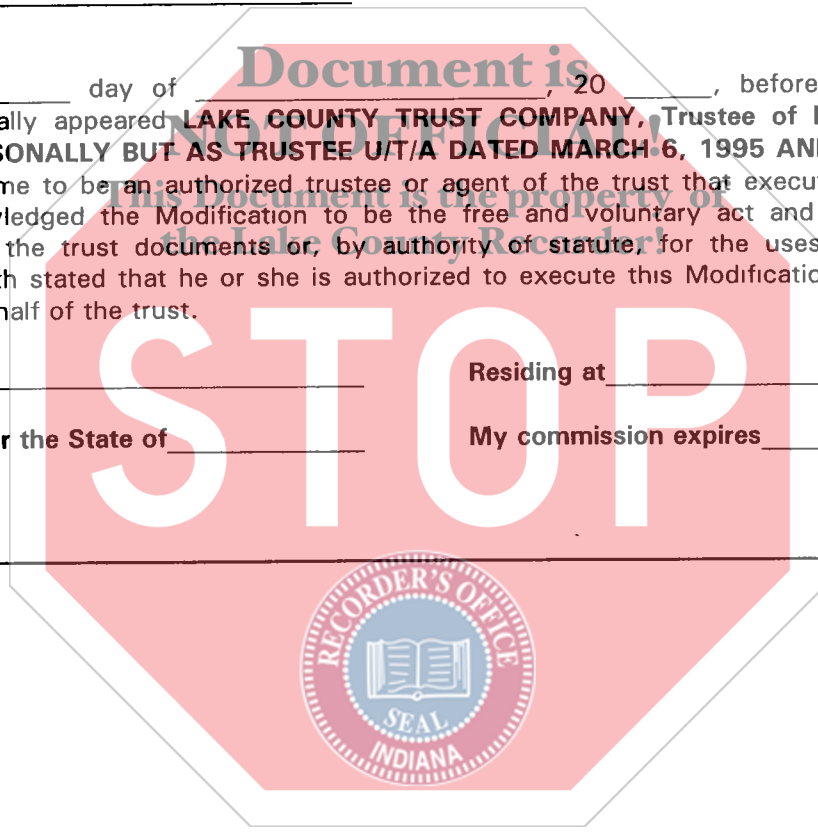
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared **LAKE COUNTY TRUST COMPANY, Trustee of LAKE COUNTY TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE U/T/A DATED MARCH 6, 1995 AND KNOWN AS TRUST# 4662**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By \_\_\_\_\_

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



MODIFICATION OF MORTGAGE  
(Continued)

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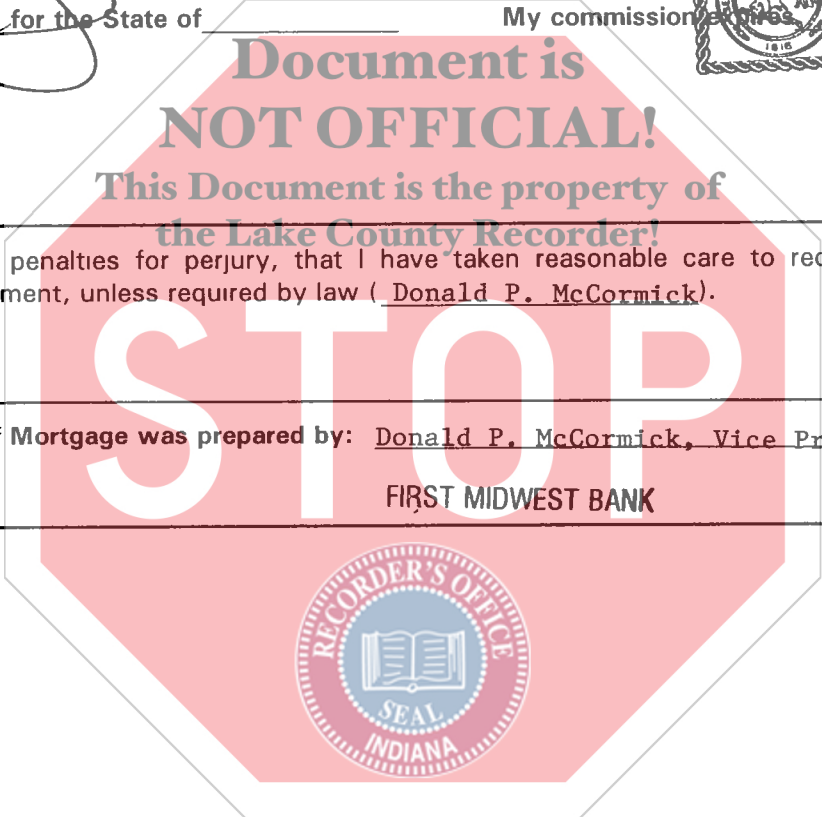
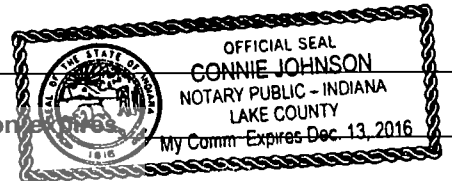
LENDER ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS  
COUNTY OF Lake )

On this 29th day of October, 20 12, before me, the undersigned Notary Public, personally appeared Donald 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 \_\_\_\_\_



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  
FIRST MIDWEST BANK

This Loan Modification is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is payable only out of the property specifically described in said Mortgage securing the payment hereof, by enforcement of the provisions contained in said Mortgage. No personal liability shall be asserted or be enforceable against the promisor or any person interested beneficially or otherwise in said property specifically described in said Mortgage given to secure the payment hereof, or in the property or funds at any time subject to said trust agreement, because or in respect of this note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantor hereof, if any, and each original and successive holder of this note accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or the proceeds arising from the sale or other disposition thereof, but that in case of default in the payment of this note or of any installment of interest, the sole remedy of the holders shall be by foreclosure of the said mortgage given to secure the indebtedness evidenced by this principal note in accordance with the terms and provisions in said Mortgage set forth or by action to enforce the personal liability of the guarantor, if any, of the payment hereof, or both

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 26<sup>th</sup> day of October 2012

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated March 6, 1995 and known as Trust No 4662

By *Elaine M. Sievers*  
Elaine M. Sievers, Trust Officer

STATE OF INDIANA     )  
                                  ) SS  
COUNTY OF LAKE     )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Elaine M Sievers, Trust Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee

WITNESS my hand this 26<sup>th</sup> day of October, 2012

**Document is NOT OFFICIAL!**  
This Document is the property of the Lake County Recorder!

*Hesta Smith*  
Hesta Smith, Notary Public

My Commission Expires 10-11-15

Resident of Lake County, Indiana

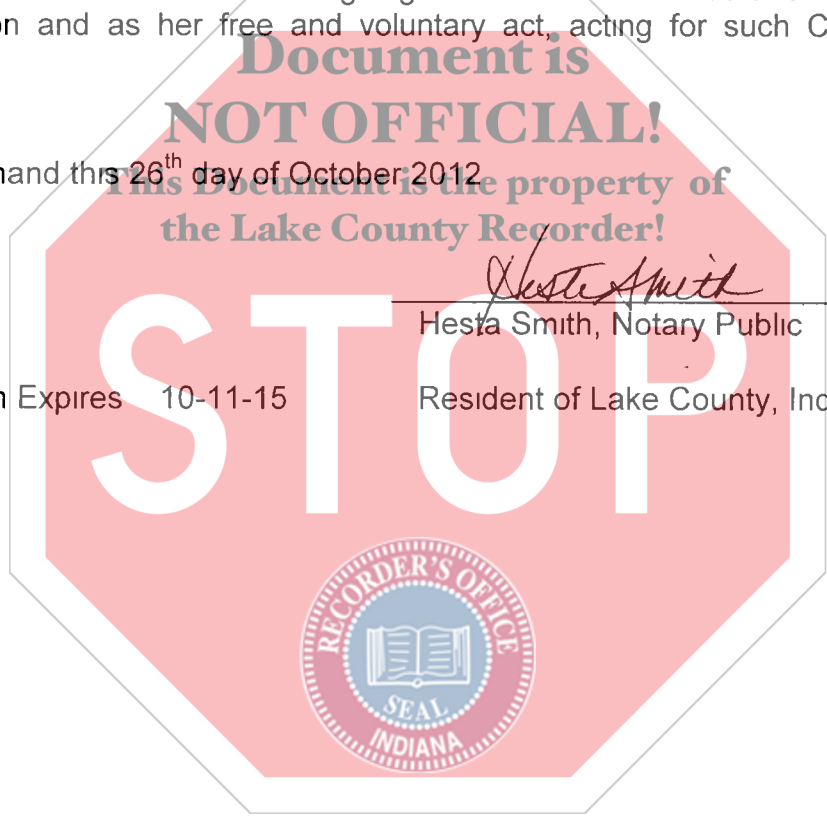


EXHIBIT "A"

PARCEL 1

LOTS 5, 6 AND 7, TOGETHER WITH THE NORTHEAST HALF OF THE VACATED ALLEY ADJOINING SAID LOTS ON THE SOUTHWEST, LOTS 8, 9 AND 10, LOT 18 TOGETHER WITH THE SOUTH HALF AND THE SOUTHWEST HALF OF THE VACATED ALLEY ADJOINING LOT 18 ON THE NORTH AND NORTHEAST, LOT 19, EXCEPTING THEREFROM THE SOUTH 20 FEET OF LOT 19; AND THE SOUTHWEST HALF OF THE VACATED ALLEY ADJOINING SAID PART OF LOT 19 ON THE NORTHEAST, IN BLOCK 1, IN SHEFFIELD, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 14 PAGE 6, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2

THE EAST 7 78 FEET OF LOT 13, ALL OF LOTS 14 TO 25, BOTH INCLUSIVE, BLOCK 1, MOORHEAD AND BLAIR'S SUBDIVISION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 47, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPT THAT PART OF LOT 25 DESCRIBED AS FOLLOWS BEGINNING AT A POINT AT THE NORTHEAST CORNER OF SAID LOT 25, THENCE RUNNING SOUTH ALONG THE EAST LINE OF SAID LOT TO THE SOUTHEAST CORNER OF SAID LOT, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT, A DISTANCE OF 10 62 FEET, THENCE NORTH TO A POINT ON THE NORTH LINE OF SAID LOT, WHICH IS 10.36 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT; THENCE EAST ALONG THE NORTH LINE OF SAID LOT A DISTANCE OF 10.36 FEET TO THE POINT OF BEGINNING

The Real Property or its address is commonly known as 1440 INDIANAPOLIS BOULEVARD (PARCEL 1), WHITING, IN 463941133 AND 260-165TH STREET (PARCEL 2), HAMMOND, IN 463241064 The Real Property tax identification number is 45-03-06-304-007 000-023, 45-03-06-304-008.000-023, 45-03-06-304-009.000-023, 45-03-06-304-010 000-023, 45-03-06-304-011 000-023, 45-03-06-304-002 000-023, 45-03-06-304-003 000-023 (PARCEL 1) AND 45-06-12-128-001 000-023, 45-06-12-128-002.000-023, 45-06-12-128-003 000-023, 45-06-12-128-004 000-023, 45-06-12-128-005 000-023, 45-06-12-128-006.000-023, 45-06-12-128-007.000-023, 45-06-12-128-008.000-023, 45-06-12-128-009 000-023, 45-06-12-128-010 000-023

