

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 092002

2012 DEC 28 AM 9:10

MICHAEL R. FAJMAN
RECORDER

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
WESTMONT
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

154025490

Document is

MODIFICATION OF MORTGAGE

This Document is the property of
the Lake County Recorder

THIS MODIFICATION OF MORTGAGE dated October 3, 2012, is made and executed between RED DEVIL LAND LLC, a Limited Liability Company, whose address is 9110 WEST 205TH AVENUE, LOWELL, IN 463569607 (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 July 7, 2010 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded July 27, 2010 as Document #2010 043202 amended by a Modification of Mortgage dated July 18, 2012 Recorded August 10, 2012 as Document #2012 053724 in Lake County, Indiana.

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

THE PARCEL OF LAND CONTAINED IN:

THE WEST 20 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 33 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPTING THE NORTH 575 FEET OF THE WEST 440 FEET THEREFROM; AND THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 33

24.00
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NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA WHICH PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 5; THENCE SOUTH 89 DEGREES 25 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 440.00 FEET, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 25 MINUTES 49 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 111.45 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 07 SECONDS EAST, A DISTANCE OF 50.01 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 49 SECONDS EAST, A DISTANCE OF 100.03 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 07 SECONDS EAST, A DISTANCE OF 1807.29 FEET; THENCE SOUTH 89 DEGREES 16 MINUTES 26 SECONDS WEST, A DISTANCE OF 653.23 FEET TO THE WEST LINE OF SAID SECTION 5; THENCE NORTH 00 DEGREES 43 MINUTES 34 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 1297.04 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 49 SECONDS EAST, A DISTANCE OF 440.00 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 34 SECONDS WEST, A DISTANCE OF 575.00 FEET, TO THE POINT OF BEGINNING, CONTAINING 22.00 ACRES, MORE OR LESS

The Real Property or its address is commonly known as 3095 WEST 153RD AVENUE, CROWN POINT, IN 463070000. The Real Property tax identification number is 45-20-05-300-010.000-007.

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 Note is October 3, 2012" and replacing it with the following: "The maturity date of this Note is October 3, 2013."

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.



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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 3, 2012.

GRANTOR:



RED DEVIL LAND LLC

By:

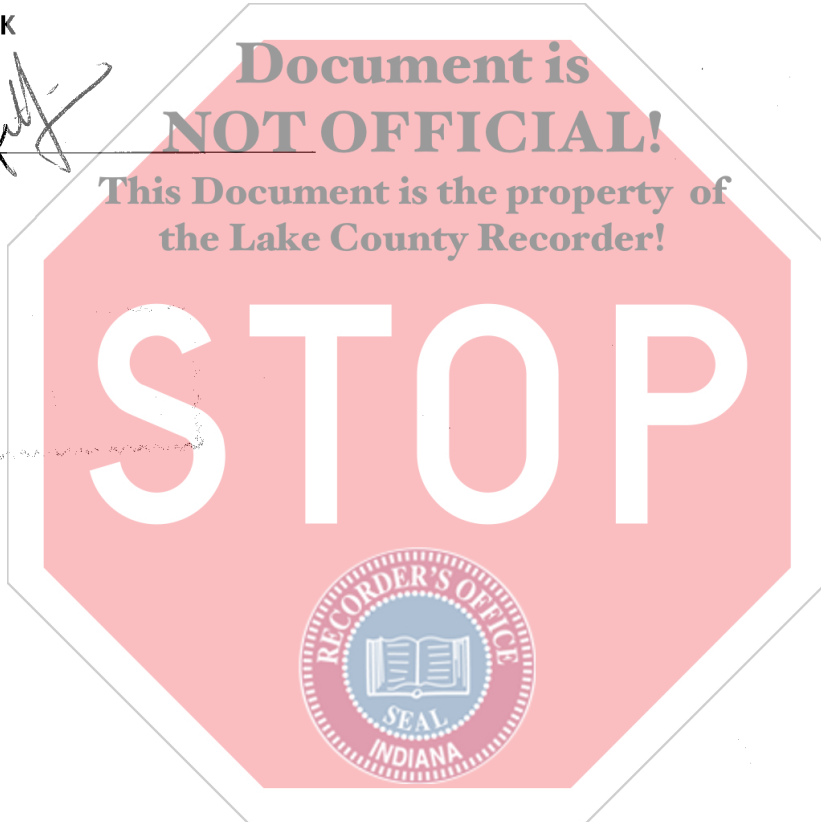
LARRY D. WORKMAN, TRUSTEE OF THE LARRY D. WORKMAN 2009 LIVING TRUST DATED MAY 21, 2009, Member of RED DEVIL LAND LLC

LENDER:

FIRST MIDWEST BANK

X

Authorized Signer



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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL

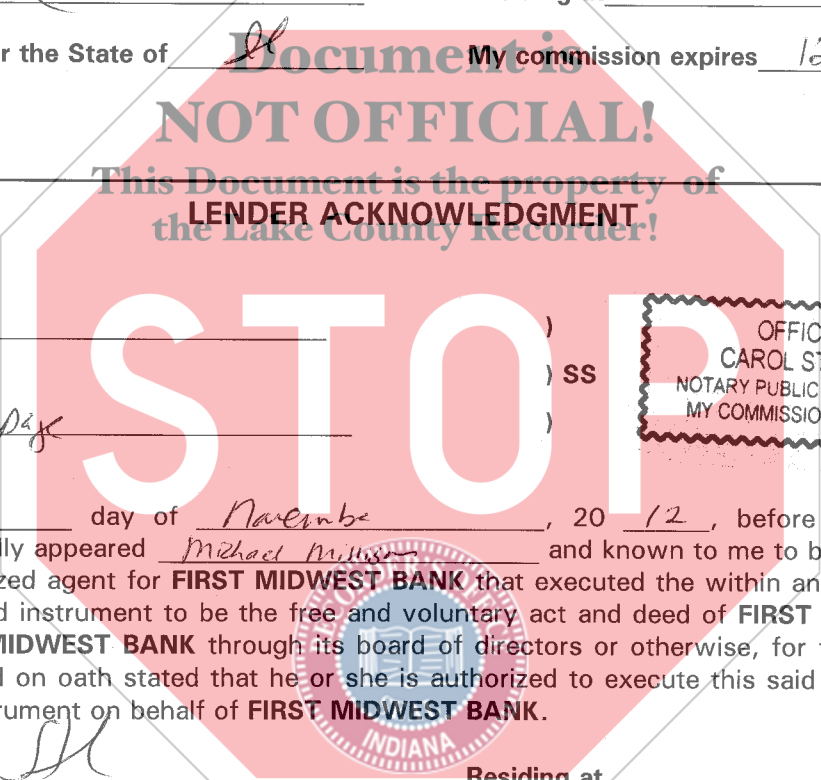
COUNTY OF DuPage



On this 20th day of November, 20 12, before me, the undersigned Notary Public, personally appeared **LARRY D. WORKMAN, TRUSTEE OF THE LARRY D. WORKMAN 2009 LIVING TRUST DATED MAY 21, 2009, Member of RED DEVIL LAND 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 Carol SH Residing at _____

Notary Public in and for the State of IL My commission expires 12/30/14



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On this 20th day of November, 20 12, before me, the undersigned Notary Public, personally appeared Michael Milson and known to me to be the Sr. 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 Carol SH Residing at _____

Notary Public in and for the State of IL My commission expires 12/30/14

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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 (*Donna Chrapkowski*). *Donna Chrapkowski*

This Modification of Mortgage was prepared by: FIRST MIDWEST BANK

