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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 019727

2013 MAR 15 AM 8:35

MICHAEL B. BROWN  
RECORDER

**RECORDATION REQUESTED BY:**

FIRST MIDWEST BANK  
CHICAGO LASALLE  
ONE PIERCE PLACE  
SUITE 1500  
ITASCA, IL 60143

**WHEN RECORDED MAIL TO:**

First Midwest Bank  
180 N. LaSalle, St., Suite 2101  
Chicago, IL 60601



**Document is NOT OFFICIAL!**  
**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated December 18, 2012, is made and executed between THE LAVELLE FAMILY LIMITED PARTNERSHIP, LLLP, whose address is 2450 LUNT AVENUE, ELK GROVE VILLAGE, IL 60075612 (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").

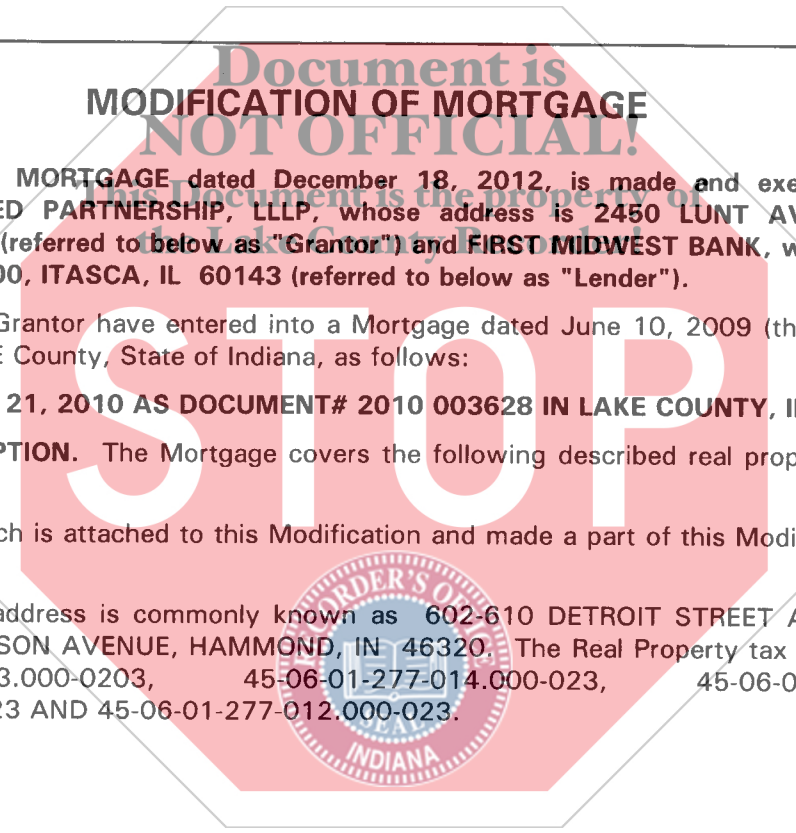
**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 10, 2009 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

**RECORDED JANUARY 21, 2010 AS DOCUMENT# 2010 003628 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 602-610 DETROIT STREET AND 624 HIGHLAND STREET a/k/a 6049 JACKSON AVENUE, HAMMOND, IN 46320. The Real Property tax identification number is 45-06-01-426-003.000-0203, 45-06-01-277-014.000-023, 45-06-01-277-016.000-023, 45-06-01-277-015.000-023 AND 45-06-01-277-012.000-023.



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**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 66707

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

To delete the definition of "Note" therein its entirety and insert in lieu thereof the following: "Note. The word "Note" means 1. The promissory note dated December 18, 2012, in the original principal amount of \$1,765,000.00 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 5.250% per annum. The maturity date of the Note is December 18, 2017.; 2. The promissory note dated June 10, 2009, in the original principal amount of \$1,537,000.00 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 4.770% per annum. The maturity date of the Note is June 10, 2014.; 3. The promissory note dated June 10, 2009, in the original principal amount of \$2,200,000.00 from Borrower to Lender, amended by a Change in Terms Agreement dated January 12, 2010, 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 4.770% per annum. The maturity date of the Note is June 10, 2014.; 4. The promissory note dated June 20, 2012, in the original principal amount of \$636,000.00 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 5.250% per annum. The maturity date of the Note is June 20, 2017.; 5. The promissory note dated October 14, 2012, in the original principal amount of \$545,000.00 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 5.250% per annum. The maturity date of the Note is October 14, 2017.; and 6. The promissory note dated December 5, 2012, in the original principal amount of \$1,075,000.00 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 rate based on an index which is the Prime Rate as published in the Wall Street Journal (the "Index"). The Index currently is 3.250% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate equal to the Index, resulting in an initial rate of 3.250% per annum. Notice: Under no circumstances will the interest rate on the Note be more than the maximum rate allowed by applicable law. The maturity date of the Note is October 5, 2013. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

To delete the paragraph entitled "Maximum Lien" therein its entirety and insert in lieu thereof the following: "Maximum Lien. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, Exceed \$23,274,000.00."

**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.

MODIFICATION OF MORTGAGE  
(Continued)

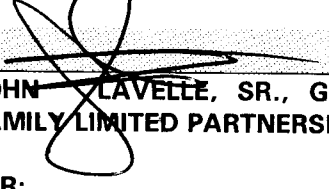
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 18, 2012

GRANTOR: 

THE LAVELLE FAMILY LIMITED PARTNERSHIP, LLLP

By:   
JOHN LAVELLE, SR., General Partner of THE LAVELLE FAMILY LIMITED PARTNERSHIP, LLLP

LENDER:

FIRST MIDWEST BANK

x   
Authorized Signer



STATE OF IL )  
COUNTY OF LAKE ) SS

On this 19 day of December, 2012, before me, the undersigned Notary Public, personally appeared JOHN LAVELLE, SR., General Partner of THE LAVELLE FAMILY LIMITED PARTNERSHIP, LLLP, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By  Residing at 2621 IRVING ST WHTG U IL  
Notary Public in and for the State of IL My commission expires 1-6-2014

OFFICIAL SEAL  
PATRICIA M. SIKICH  
NOTARY PUBLIC OF ILLINOIS  
MY COMMISSION EXPIRES 12/31/2014

MODIFICATION OF MORTGAGE  
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF IL

COUNTY OF COOK



On this 20<sup>th</sup> day of December, 20 12, before me, the undersigned Notary Public, personally appeared Kyle Freimuth and known to me to be the Sy. VP, 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 [Signature]

Residing at 130 N. LaSalle St. Chicago, IL

Notary Public in and for the State of IL

My commission expires 9/21/16

Document is NOT OFFICIAL!

This Document is the property of

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 ( ).

STOP

This Modification of Mortgage was prepared by:



**EXHIBIT "A"**

Parcel 1:

That part of Lot "A", in Eder's Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 12, page 24, in the Office of the Recorder of Lake County, Indiana, described as follows:

BEGINNING at a point on the Northeasterly line of said Lot "A", said point being 214.70 feet, measured along said line, Southerly from the Northerly corner of said Lot "A"; thence Southeasterly on said Northeasterly line a distance of 320.54 feet to the Southeast corner of said Lot "A"; thence West along the South line of said Lot "A"; a distance of 270.60 feet; thence South along said lot line 1.5 feet; thence West along the aforesaid South line of said Lot "A" to the Southwest corner of said Lot "A"; thence North on the West line of said Lot "A" a distance of 251.95 feet; thence Northeasterly on the Northwesterly line of said Lot "A", a distance of 4.46 feet; thence East on a straight line a distance of 259.15 feet, to the POINT OF BEGINNING.

Parcel 2:

Part of Block "G" in Franklin Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 4 page 16, in the Office of the Recorder of Lake County, Indiana., described as follows:

Beginning at a point in the East and West center line of Section 1, Township 36 North, Range 10 West of the Second Principal Meridian, distant 49.5 feet Southwesterly by rectangular measurement from the original center line of Erie Railroad; thence Southeasterly parallel to said original center line and distant 49.5 feet Southwesterly therefrom, 15.19 feet; thence Westerly parallel to said East and West center line of Section 1, 395.21 feet to a point distant 8.35 feet Northerly by rectangular measurement from the center line of Monon-Erie Interchange track; thence Northerly, by rectangular measurement, 12 feet to said East and West center line of Section 1; thence Easterly, along said East and West center line of Section 1, 385.9 feet to the point of beginning.

Parcel 3:

Lot B in Eder's Addition to Hammond, as per plat thereof, recorded in Plat Book 12 page 24, in the Office of the Recorder of Lake County, Indiana., EXCEPTING THEREFROM the West 30 feet and ALSO EXCEPTING the South 59.5 feet of the East 287 of the West 317 feet.

Parcel 4:

The Westernmost 55 feet of a portion of the Erie Lackawanna Railroad right-of-way between Highland Street and Conkey Street, which land is situated about 8 feet East of the Warner Building (6051 Jackson Ave., Hammond, Indiana) and runs from roughly the North line of the Warner Building property, and which area is legally described as follows:

Part of the East 1/2 of the Northeast 1/4 of Section 1, Township 36 North, Range 10 West of the Second Principal Meridian, BEGINNING at a point where the South line of Highland Street intersects the Northeast right-of-way line of a 20 foot alley dedicated as part of Eder's Addition on November 24, 1910; thence Southeasterly 596.7 feet along the West right-of-way line of the Marion Division of the Erie Lackawanna Railway Company's former right-of-way to the POINT OF BEGINNING; thence Southeasterly 240 feet along said West right-of-way line; thence Northeasterly 55 feet on a line which is perpendicular to the West right-of-way line of the Erie Lackawanna Railroad former right-of-way line previously described; thence Northwesterly 240 feet on a line which is parallel to and 55 feet Northeasterly of the West right-of-way of said previously described railroad right-of-way; thence Southeasterly a distance of 55 feet to the POINT OF BEGINNING, all in the City of Hammond, County of Lake, State of Indiana, EXCEPTING THEREFROM THE FOLLOWING:

That part of Lot "A", in Eder's Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 12, page 24, in the Office of the Recorder of Lake County, Indiana, described as follows:

BEGINNING at a point on the Northeasterly line of said Lot "A", said point being 214.70 feet, measured along said line,



Southerly from the Northerly corner of said Lot "A"; thence Southeasterly on said Northeasterly line a distance of 320.54 feet to the Southeast corner of said Lot "A"; thence West along the South line of said Lot "A"; a distance of 270.60 feet; thence South along said lot line 1.5 feet; thence West along the aforesaid South line of said Lot "A" to the Southwest corner of said Lot "A"; thence North on the West line of said Lot "A" a distance of 251.95 feet; thence Northeasterly on the Northwesterly line of said Lot "A", a distance of 4.46 feet; thence East on a straight line a distance of 259.15 feet, to the POINT OF BEGINNING.

Parcel 5:

Lot "D" in Eder's Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 12 page 24, in the Office of the Recorder of Lake County, Indiana.

Parcel 6:

The East-West vacated alley South of and adjoining Lot "A", North of Lot "B" and East of the West line extended South of Lot "A", in Eder's Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 12 page 24, in the Office of the Recorder of Lake County, Indiana.

**Parcel 1: 624 Highland Street a/k/a 6049 Jackson Avenue, Hammond, Indiana 46320**

**Key No. 26-33-45-26**

**Parcel No. 45-06-01-277-012.000-023**

**Parcel 2-5: 602-610 Detroit Street, Hammond, Indiana 46320**

**Key Nos. 33-45-25, 26-33-45-23, 37-86-32 and 26-33-45-27**

**Parcel Nos. 45-06-01-426-003.000-0203, 45-06-01-277-014.000-023, 45-06-01-277-016.000-023 and 45-06-01-277-015.000-023**

**Parcel 6: Vacated Alley  
No Key No. or Parcel No.**

