

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

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 042510

2013 JUN 11 AM 9:47

MICHAEL B. BROWN
RECORDER

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

2002041203-64611 4341 21500

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:
FIRST MIDWEST BANK
300 NORTH HUNT CLUB ROAD
GURNEE, IL 60031

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RECORDER'S OFFICE

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 23, 2013, is made and executed between NH VEGAS, LLC, whose address is 8202 CALUMET AVENUE, MUNSTER, IN 463211704 (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 November 2, 2011 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded November 7, 2011 as Document #2011 062213 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 1129 5TH AVENUE, HAMMOND, IN 46320 & 1360 INDIANAPOLIS BOULEVARD, HAMMOND, IN 46394. The Real Property tax identification number is 45-02-01-251-001.000-023.

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

To add to the definition of "Note" the following sentence, "The maturity date of the Note is August 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

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CK# 100410669 1/16
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**MODIFICATION OF MORTGAGE
(Continued)**

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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 MAY 23, 2013.

GRANTOR:

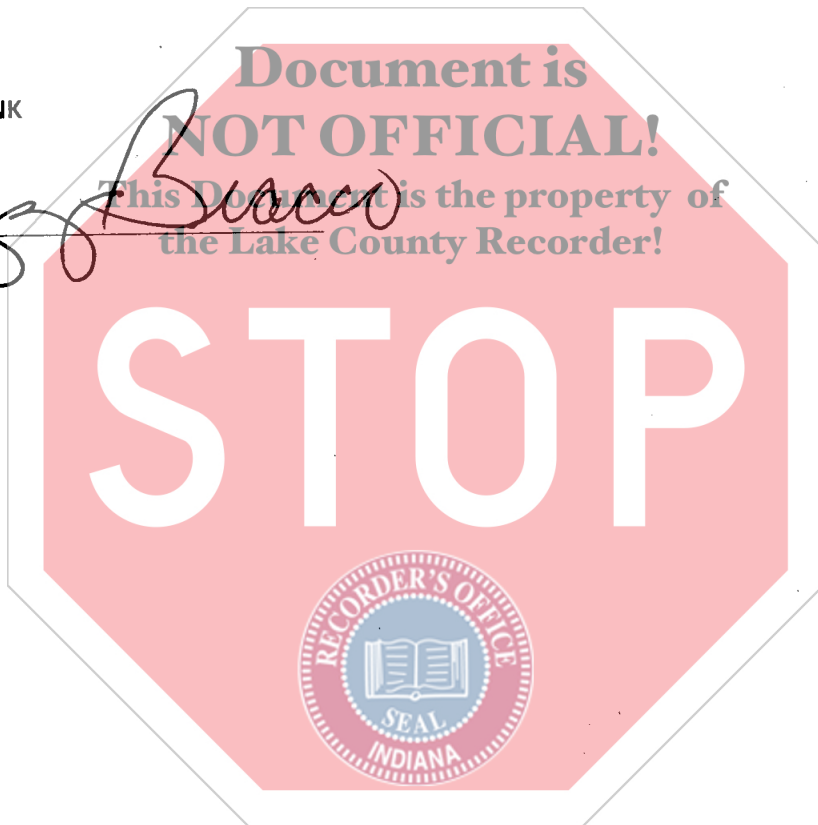
NH VEGAS, LLC

By 
BHARAT SHAH, Member of NH VEGAS, LLC

LENDER:

FIRST MIDWEST BANK

X 
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

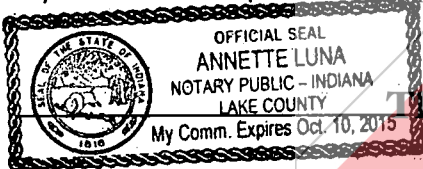
STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 23 day of May, 2013 before me, the undersigned Notary Public, personally appeared **BHARAT SHAH, Member of NH VEGAS, 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.

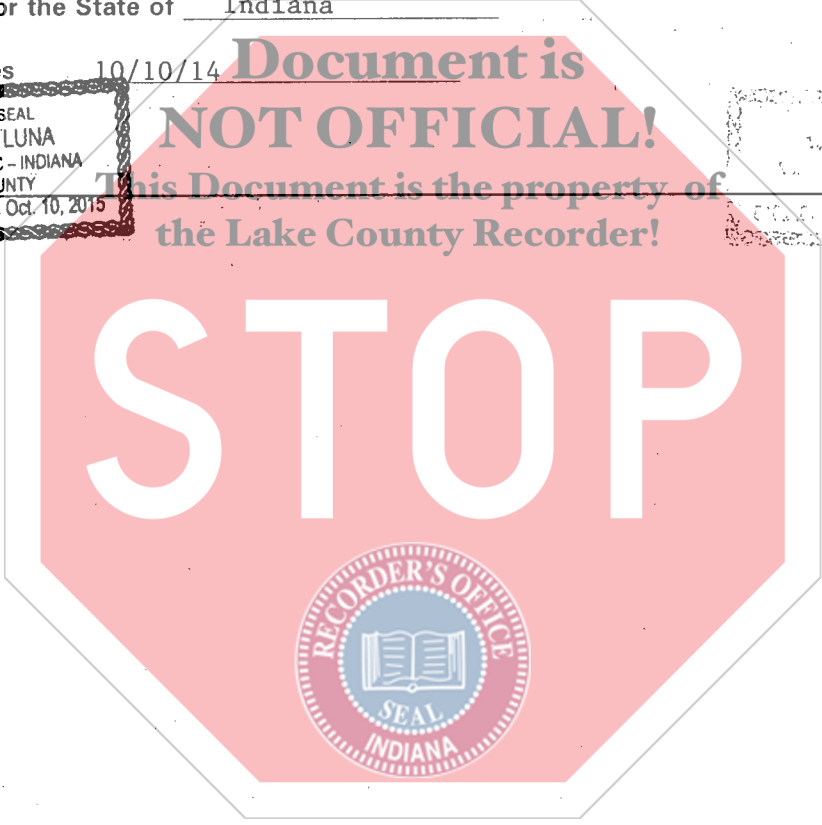
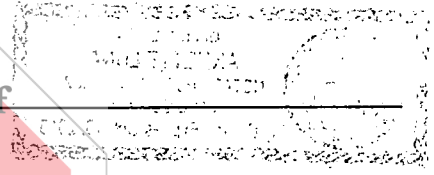
By Annette Luna Residing at Lake County, Indiana

Notary Public in and for the State of Indiana

My commission expires 10/10/14



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MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

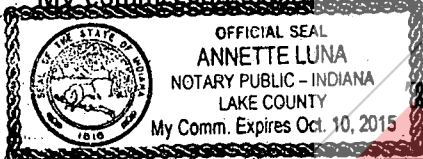
STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 23 day of May, 2013 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



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EXHIBIT "A"

PARCEL 12:

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the 2nd Principal Meridian located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 00 degrees 00 minutes 00 seconds (assumed bearing) 2,180.44 feet along the East line of said Section 1 to its point of intersection with the original centerline of the 80-foot-wide right-of-way of Indianapolis Boulevard; thence North 39 degrees 07 minutes 01 second West 2,689.03 feet along said original centerline of the 80-foot-wide right-of-way of Indianapolis Boulevard to its point of intersection with the centerline of 112th Street (80-foot-wide right-of-way); thence South 50 degrees 52 minutes 59 seconds West 190.00 feet along the centerline of 112th Street; thence South 34 degrees 15 minutes 02 seconds West 497.85 feet along the centerline of 112th Street; thence North 55 degrees 44 minutes 58 seconds West 40.00 feet perpendicular to the centerline of 112th Street to the Southeastern corner of the 1.419 acre tract of land described in the Warranty Deed recorded as instrument No. 507068 on December 14, 1978 in the Office of the Recorder of Lake County, Indiana, to a point on the boundary (terminus of the third course) of the 4.793 acre tract of land described in the special warranty deed recorded as instrument No. 94021860 on March 23, 1994 in said Recorder's Office, and to the point of beginning of this description; thence South 34 degrees 15 minutes 02 seconds West 205.33 feet along the Northwestern right-of-way line of 112th Street; thence North 89 degrees 51 minutes 46 seconds West 336.05 feet along the Northern right-of-way line of 112th Street to the Eastern right-of-way of 5th Avenue (66 foot-wide right-of-way); thence North 00 degrees 04 minutes 19 seconds East 1,127.57 feet along the Eastern right-of-way line of 5th Avenue to a point being South 00 degrees 04 minutes 19 seconds West 120.00 feet from the Southeastern corner of the intersection of 5th Avenue and 110th Street (66-foot-wide right-of-way); thence South 89 degrees 37 minutes 25 seconds East 172.00 feet; thence North 00 degrees 04 minutes 19 seconds East 72.00 feet; thence South 89 degrees 37 minutes 25 seconds East 218.00 feet; thence North 00 degrees 04 minutes 19 seconds East 57.74 feet to the Southwestern right of way line of Indianapolis Boulevard; thence South 39 degrees 07 minutes 01 second East 180.04 feet along the Southwestern right-of-way line of Indianapolis Boulevard to the Northwestern Boundary of said 4.793 acre tract of land, the next eight courses are along the boundary of said 4.793 acre tract of land;

- 1) thence South 50 degrees 43 minutes 23 seconds West 135.68 feet (measured, 135.27 feet deduced);
- 2) thence South 36 degrees 14 minutes 30 seconds West 136.32 feet;
- 3) thence South 11 degrees 49 minutes 05 seconds West 132.22 feet;
- 4) thence South 04 degrees 06 minutes 03 seconds East 125.93 feet;
- 5) thence South 24 degrees 13 minutes 40 seconds East 122.46 feet to a point on a non-tangent curve concave to the Northeast, said point being South 60 degrees 23 minutes 05 seconds West 346.48 feet from the radius point of said curve;
- 6) thence Southeasterly 181.42 feet along said curve to a point being South 30 degrees 23 minutes 06 seconds West 346.48 feet from the radius point of said curve;
- 7) thence South 36 degrees 54 minutes 32 seconds East 43.83 feet;
- 8) thence South 13 degrees 20 minutes 38 seconds West 227.01 feet to the point on beginning.



EXHIBIT "A" (continued)

PARCEL 13:

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian located in North Township, Lake County, Indiana, described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West, thence North 00 degrees 00 minutes 00 seconds East (assumed bearing), 2,180.44 feet along the East line of said Section 1 to its point of intersection with the original centerline of the 80 foot wide right-of-way of Indianapolis Boulevard; thence North 39 degrees 07 minutes 01 seconds West, 2,689.03 feet along said original centerline of the 80 foot wide right-of-way of Indianapolis Boulevard to its point of intersection with the centerline of 112th Street (80 foot wide right-of-way); thence South 50 degrees 52 minutes 59 seconds West, 190.00 feet along the centerline of 112th Street; thence South 34 degrees 15 minutes 02 seconds West, 497.85 feet along the centerline of 112th Street; thence North 55 degrees 44 minutes 58 seconds West 40.00 feet perpendicular to the centerline of 112th Street to the Southeastern corner of the 1.419 acre tract of land described in the Warranty Deed recorded as instrument 507068 on December 14, 1978 in the Office of the Recorder of Lake County, Indiana, and the point of beginning of this description; thence North 13 degrees 20 minutes 38 seconds East, 227.01 feet; thence North 36 degrees 54 minutes 32 seconds West, 45.83 feet to the South right-of-way of the Marina Access Road Special Warranty Deed 94-21860 dated March 23, 1994 and a point on a curve, said curve being concave to the Northeast and having a radius of 346.48 feet; thence Easterly along said curve, a distance of 127.17 feet (chord distance 126.46 feet, chord bearing South 70 degrees 07 minutes 47 seconds East) to a point on said Westerly right-of-way of 112th Street; thence South 34 degrees 15 minutes 02 seconds West, 257.55 feet along said Westerly right-of-way of 112th Street to the point of beginning.

Parcel 14:

A part of Government Lot 2, in Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana, described as follows: Commencing at the point of intersection of the Southwesterly line of Indianapolis Boulevard with the Westerly line of Calumet Avenue; thence Northwesterly along said Southwesterly line of Indianapolis Boulevard, 184.00 feet to a point; thence Southwesterly, at right angles to said Southwesterly line of Indianapolis Boulevard, 185.00 feet to a point; thence Southeasterly parallel with the Southwesterly line of Indianapolis Boulevard, 172.10 feet to a point, said point being 150.00 feet West to the Westerly line of Calumet Avenue; thence Southerly parallel with said Westerly line of Calumet Avenue, 44.40 feet to a point; thence Easterly 150.00 feet to a point on said Westerly line of Calumet Avenue; thence Northerly along said Westerly line of Calumet Avenue, 150.00 feet to the point of beginning, all in Lake County, Indiana.

EXCEPTING therefrom property appropriated by the State of Indiana and recorded December 28, 2006 as Instrument No. 2006-13654 and recorded January 19, 2007 as Instrument No. 2007-005550.

Also EXCEPTING therefrom that portion of the land dedicated as a public alley pursuant to Deed Record 357, page 380 filed September 25, 1925, Lake County, Indiana.

1129 5th AVENUE, HAMMOND, IN 46320
PIN # 45-02-01-251-001 000-023

1360 INDIANAPOLIS BOULEVARD, HAMMOND, IN 46394
PIN # 45-02-01-430-043 000-023; 45-02-01-430-901 000-023; 45-02-01-430-044 000-023

