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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 042651

2013 JUN 11 PM 3:25

MICHAEL B. BROWN
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

2006 010602-54782

4301/21500

Document is NOT OFFICIAL!
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 25, 2013, is made and executed between MISHAWAKA ONE STOP, INC., AN INDIANA CORPORATION, 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 August 6, 2007 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

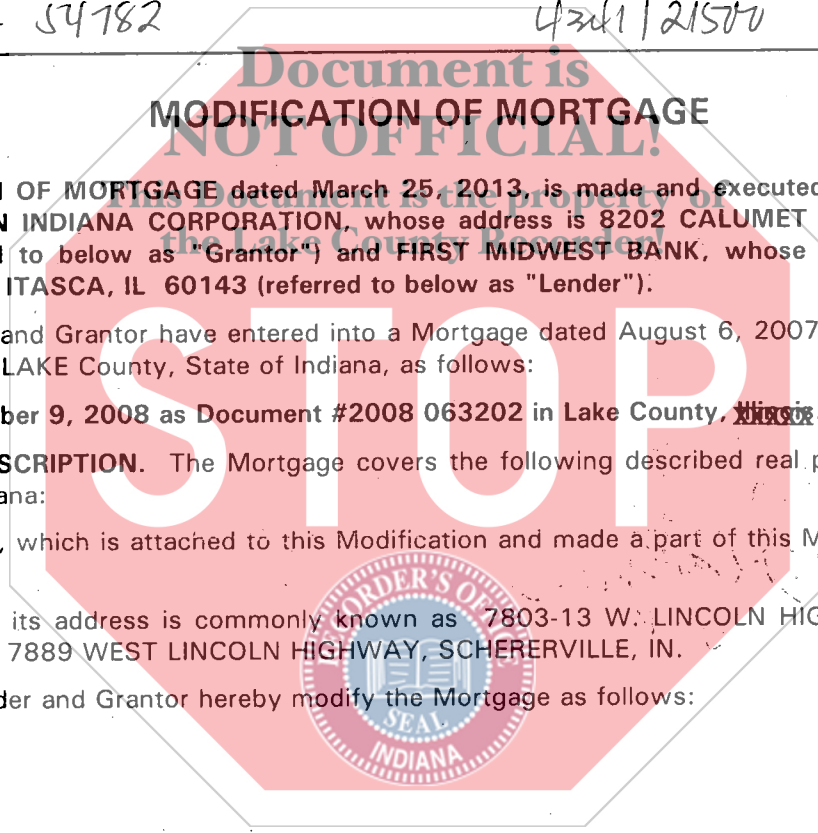
Recorded September 9, 2008 as Document #2008 063202 in Lake County, ~~INDIANA~~ INDIANA

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 7803-13 W. LINCOLN HIGHWAY (A/K/A 7803-13 75TH AVENUE) AND 7889 WEST LINCOLN HIGHWAY, SCHERERVILLE, IN.

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



23.⁰⁰
100410548 + 100410701

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**MODIFICATION OF MORTGAGE
(Continued)**

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To delete the definition of "Note" therein its entirety and replace it with the following: "The word "Note" means the promissory note dated March 25, 2013 in the original principal amount of \$548,635.94 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 maturity date of the Note is March 16, 2018."

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 MARCH 25, 2013.

GRANTOR:

MISHAWAKA ONE STOP, INC.

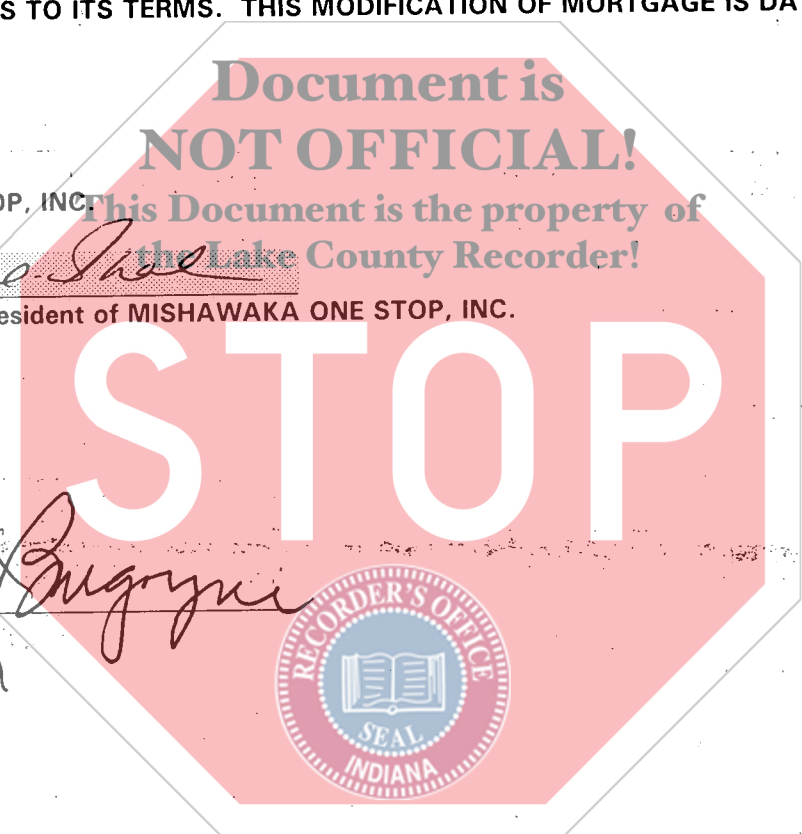
By:

Bharat Shah
BHARAT SHAH, President of MISHAWAKA ONE STOP, INC.

LENDER:

FIRST MIDWEST BANK

Gregory
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF INDIANA

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COUNTY OF LAKE

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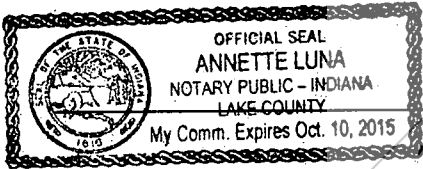
On this 25TH day of MARCH, 20 13, before me, the undersigned Notary Public, personally appeared **BHARAT SHAH, President of MISHAWAKA ONE STOP, INC.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Annette Luna

Residing at LAKE COUNTY

Notary Public in and for the State of IN.

My commission expires 10/10/15



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

STATE OF INDIANA

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COUNTY OF LAKE

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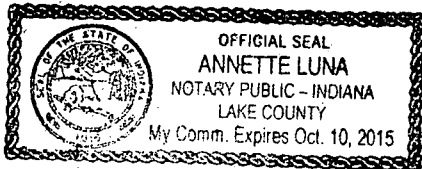
On this 25TH day of MARCH, 20 13, before me, the undersigned Notary Public, personally appeared Jeffrey D. Burgoyne and known to me to be the BANKING center President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be 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

Notary Public in and for the State of IN.

My commission expires 10/10/15



**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 (*Donna Chrapkowski*)

This Modification of Mortgage was prepared by: FIRST MIDWEST BANK

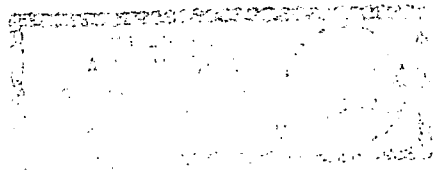
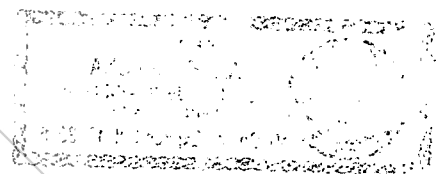


EXHIBIT "A"

Parcel 2:

Lots 1 and 6, in Lincoln Commons, a Planned Unit Development in the Town of Schererville, as per plat thereof, recorded in Plat Book 59, page 25, in the Office of the Recorder of Lake County, Indiana and as amended by:

Certificate of Correction recorded June 24, 1985 as Document No. 808526, excepting therefrom that part of said Lot 6 described as follows: Beginning at the Northwest corner of said Lot 6; thence South 89 degrees 28 minutes 08 seconds East 123.11 feet along the North line of said Lot 6; thence South 79 degrees 06 minutes 07 seconds West 122.45 feet; thence South 0 degrees 30 minutes 03 seconds East 115.52 feet to the South line of said Lot 6; thence North 76 degrees 47 minutes 00 seconds West 2.73 feet, along said South line to the Southwest corner of said Lot 6; thence North 0 degrees 30 minutes 03 seconds West 139.19 feet, along the West line of said Lot 6, to the point of beginning.

7803-13 W. LINCOLN HIGHWAY (A/K/A 7803-13 75TH AVE) SCHERERVILLE AND
7889 WEST LINCOLN HIGHWAY, SCHERERVILLE, INDIANA 46375

