

STATE OF INDIAMA LAKE COUNTY FILED FOR RECORD

2013 045856

2013 JUN 24 AM 8: 42

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

2006040705-

4341/21500

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 25, 2013, is made and executed between OIL & SUDS, 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 063192 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 2070 & 1689 WEST LINCOLN HIGHWAY, MERRILLVILLE, IN 46410 AND 10438 INDIANAPOLIS BOULEVARD, HIGHLAND, IN 46322.

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

REF

23.00 100410696 100410702 + 100415243 PP

MODIFICATION OF MORTGAGE (Continued) Loan No: 1

To add in the definition of "Note" the following: "The maturity date of the Note is March 19, 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:

OIL & SUDS, INC., AN INDIANA CORPORATION 11111 ent BHARAT SHAH, President of OIL & SUDS, INC., AN INDIANA **CORPORATION** the Lake County Recorder! LENDER: FIRST MIDWEST BANK

EXHIBIT "A"

2070 W. LINCOLN HIGHWAY, MERRILLVILLE, IN 46410

Parcel LA: The West 100 feet of Lot L Lincoln Ridge, in the Town of Merrillville, as shown in Plat Book 50, page 89, in the Office of the Recorder of Lake County, Indiana.

Parcel 1B: Lot 1-A, a Resubdivision of Lot 1, in Lincoln Ridge, in the Town of Merrillville, as shown in Plat Book 56, page 8, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: Part of the Southwest Quarter of the Northeast Quarter of Section 20, Township 35 North, Range 8 West of the 2nd Principal Meridian, more particularly described as follows: Beginning at a point on the East line of the West half of the West half of the Southwest Quarter of the Northeast Quarter of said section and 865.40 feet South of the North line thereof, thence South along the East line of said West half of the West half of the Southwest quarer of the Northeast Quarter a distance of 150,00 feet; thence East 30,00 feet; thence South 259,55 feet more or less to the North right-of-way line of U.S. Highway #30, thence East along the said North right-of-way line of Highway #30 a distance of 57.57 feet, more or less, to the West line of the East 27.652 acres of the Southwest Quater of the Northeast Quarter of said section; thence North along the West line of said East 27.652 acres a distance of 409.66 feet to a point 865.40 feet South of the North line of the Southwest Quarter of the Northcast Ouarter of said section; thence West parallel to the North line of said Southwest Quarter of the Northeast Quarter of said section a distance of 86.07 feet more or less to the point of beginning, Lake County, Indiana. ocument

> 10438 INDIANAPOLIS BLVD. IGHLAND, IN 46322

Parcel 3: Lot 6, except the West 100 feet thereof, in Highland Acres, in the Town of Highland, as per plat thereof, recorded in Plat Book 27, page 69, in the Office of Recorder of Lake County, Indiana, except the Westerly 20 feet thereof and the Northerly 6 feet thereof, and also excepting therefrom the following described trace: Beginning on the Southeast corner of said lot, which point is where the North boundary of Main Street meets the Northwesterly boundary of said Main Street and U.S. 41 (elso known as Indianapolis Boulevard); thence North 89 degrees, 1 minute, 02 seconds West 23.07 feet along the South line of said ion thence North 48 degrees, 21 minutes 51 seconds East 66.84 feet to a corner on the Southeastern line of said lot, thence South 31 degrees 01 minute, 52 second: West 52.14 fact along said Southeastern line to the point of beginning, now known as Lot 1, Duke of Oil, an Addition to the Town of Highland, Lake County, Indiana as per plat thereof, recorded in Plat Book 92, page 73, in the Office of the Recorder of Lake County, Indiana.

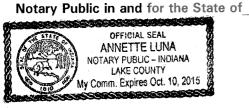
1689 W. LINCOLN HIGHWAY MERRILLVILLE, IN 46410

Parcel 4: Lot 2 of Withham's Addition, being a Resubdivision of part of Lot 1 in Business Park 142, to the Town of Mcmilville, as per plat thereof, recorded in Plat Book 72, page 28, in the Office of the Recorder of Lake County, maion

MODIFICATION OF MORTGAGE (Continued)

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Loan No: 1 CORPORATE ACKNOWLEDGMENT STATE OF TNDIANA)) SS COUNTY OF ____LAKE) 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. Tuna Residing at LAKE COUNTY My commission expires 18/16/15 Notary Public in and for the State of OFFICIAL SEAL ANNETTE LUNA NOTARY PUBLIC - INDIANA COUNTY My Comm. Expires Oct. 10, 2015 the Lake County Recorder! IND; ANA) SS COUNTY OF LAKE On this 25^{+H} day of MARCH, 20 13, before me, the undersigned Notary Public, personally appeared Jeffrey b. 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. Residing at LAKE COUNT My commission expires _____/0 //6 //5



Loan No: I	(Oominaca)		
I affirm, under the penalties for number in this document, unless	r perjury, that I have taken reason required by law (<u>Jonna Chr</u>	onable care to redact ea	ach Social Security
This Modification of Mortgage w	as prepared by:	IRST MIDWEST BANK	

