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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 047640

2013 JUL -1 AM 8:38

MICHAEL B. DROWN
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

215022712-56983 Off. 3129 #21500

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 5, 2013, is made and executed between COLFAX PARK, LLC, SURVIVING ENTITY AS A RESULT OF MERGER WITH COLFAX MHC, LLC, whose address is 3601 COLFAX STREET, GARY, IN 464061256 (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 April 28, 2008 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

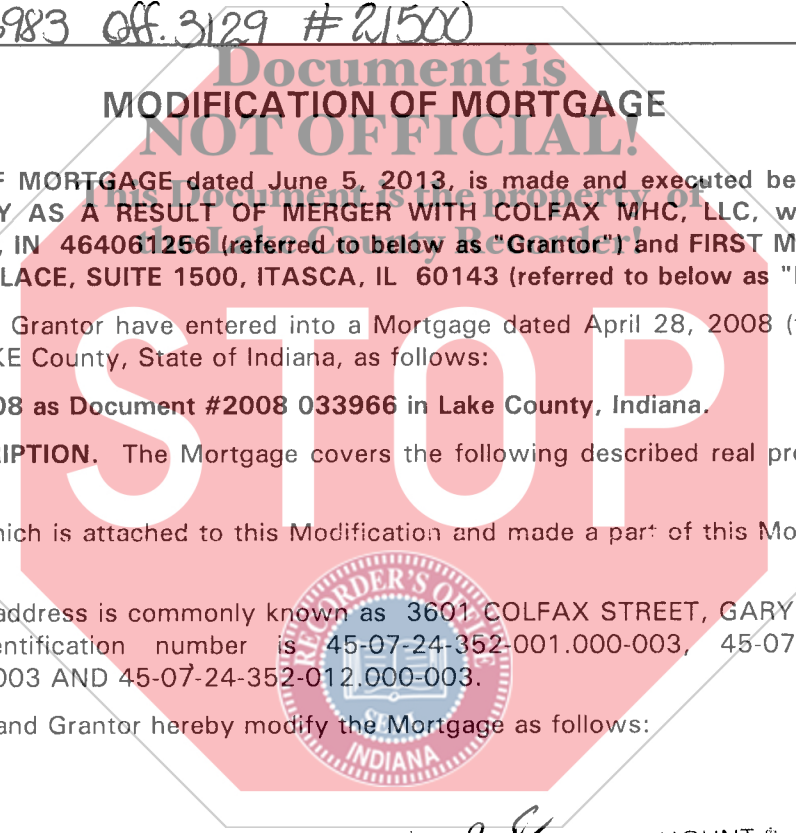
Recorded May 8, 2008 as Document #2008 033966 in Lake County, Indiana.

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 3601 COLFAX STREET, GARY, IN 464061256. The Real Property tax identification number is 45-07-24-352-001.000-003, 45-07-24-351-015.000-003, 45-07-24-351-016.000-003 AND 45-07-24-352-012.000-003.

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



1 Ref

AMOUNT \$	<u>23.00</u>
CASH	_____ CHARGE _____
CHECK #	<u>100410795</u>
OVERAGE	<u>100415342</u>
COPY	_____
NON-COM	_____
CLERK	<u>DN</u>

**MODIFICATION OF MORTGAGE
(Continued)**

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To add to the definition on Note the following: "The maturity date of the Note is June 5, 2016".

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 JUNE 5, 2013.

GRANTOR:

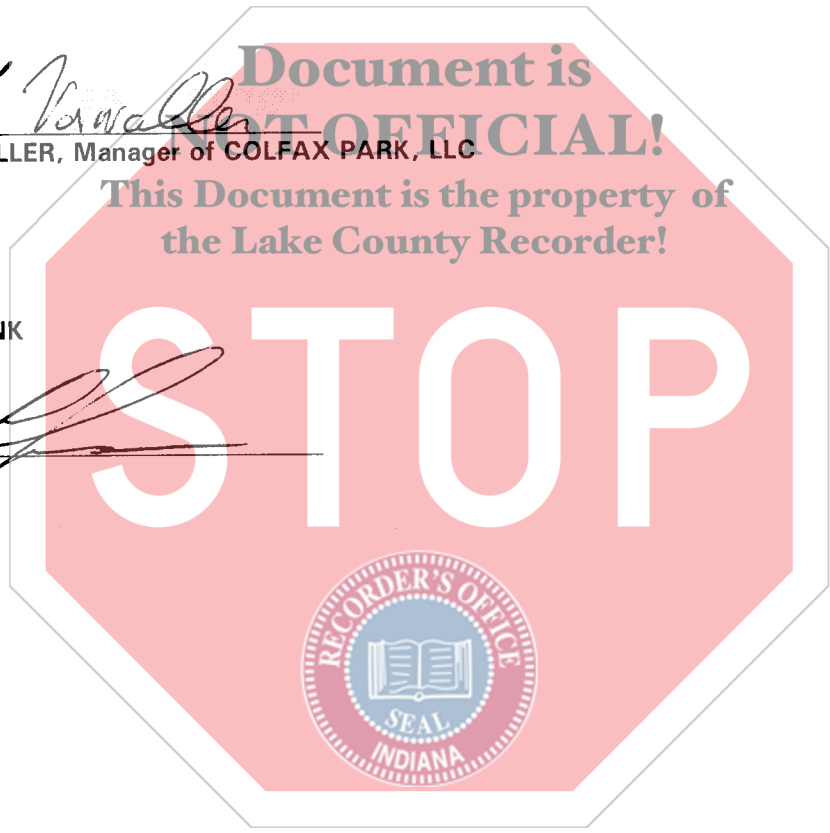
COLFAX PARK, LLC

By: Beth F. Vorwaller
BETH F. VORWALLER, Manager of COLFAX PARK, LLC

LENDER:

FIRST MIDWEST BANK

X [Signature]
Authorized Signer



MODIFICATION OF MORTGAGE
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF Cook)

On this 6th day of June, 20 13, before me, the undersigned Notary Public, personally appeared **BETH F. VORWALLER, Manager of COLFAX PARK, 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 Bettjean Zbonski Residing at Triley Park, IL
Notary Public in and for the State of IL My commission expires 5/9/15



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

STATE OF IL)
) SS
COUNTY OF Cook)

On this 6th day of June, 20 13, before me, the undersigned Notary Public, personally appeared Steve Slavaven and known to me to be the Special Assets Officer 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 Bettjean Zbonski Residing at Triley Park, IL
Notary Public in and for the State of IL My commission expires 5/9/15



**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 (Cindy Fuhle).

This Modification of Mortgage was prepared by: FIRST MIDWEST BANK



EXHIBIT "A"

Parcel 1:

Part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 36 North, Range 9 West of the Second Principal Meridian, commencing at a point 48 rods North and 40 rods East of the Southwest corner thereof, and running thence South at right angle 4 rods; thence East at right angle 40 rods; thence North at right angle 4 rods; thence West at right angle 40 rods, to the place of beginning, in Lake County, Indiana.

Parcel 2:

Part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at a point on the West line of said Section, 60 rods North of the Southwest corner thereof; thence East at right angles to said West Section Line, 80 rods; thence South 12 rods; thence West 80 rods to the West line of said Section; thence North 12 rods along said West line of said Section to the point of beginning.

Parcel 3:

Part of the Southwest Quarter of the Southwest Quarter of Section 24, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point 990 feet North of the Southeast corner of said Quarter Quarter Section; thence West 660 feet; thence North 132 feet; thence East 660 feet, parallel to the South line of said Section; thence South to the point of beginning.

The Real Property or its address is commonly known as 3601 COLFAX STREET, GARY, IN 46408. The Real Property tax identification number is 49-42-3, 49-42-17, 49-42-18 AND 49-42-22.

This Document is the property of
the Lake County Recorder!

