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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 048754

2013 JUL -5 AM 9: 03

MICHAEL D. BROWN
RECORDER

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
ARLINGTON HEIGHTS
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

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

THIS MODIFICATION OF MORTGAGE dated May 1, 2013, is made and executed between BEAVER BROOK, LLC, whose address is 265 GRACE COURT, CROWN POINT, IN 463074812 (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 May 12, 2004 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded May 19, 2004 as Document #2004 041069 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 10215 BROADWAY, CROWN POINT, IN 46307. The Real Property tax identification number is 45-16-03-100-003.000-042, 45-16-03-100-004.000-042, 45-16-03-100-005.000-042 AND 45-16-03-100-006-000-042.

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

FIDELITY NATIONAL
TITLE COMPANY
92004-1907.

#25
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C

1 Ref

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 1

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To delete in paragraph 1.02 the words "due and payable on or before the 12th day of May, 2006" and replace with "due and payable on or before the 1st day of May, 2015".

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 MAY 1, 2013.

GRANTOR:

BEAVER BROOK, LLC

By: Daniel R. Root
DANIEL R. ROOT, Member of BEAVER BROOK, LLC

By: Judith Root Stiles
JUDITH ROOT STILES, Member of BEAVER BROOK, LLC

LENDER:

FIRST MIDWEST BANK

x [Signature]
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

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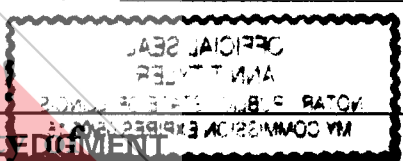
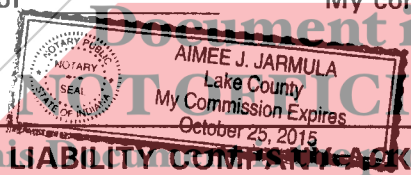
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 25 day of June, 20 13, before me, the undersigned Notary Public, personally appeared **DANIEL R. ROOT, Member of BEAVER BROOK, 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 [Signature] Residing at 311 Rubra Ct Valparaiso IN 46388

Notary Public in and for the State of _____ My commission expires _____



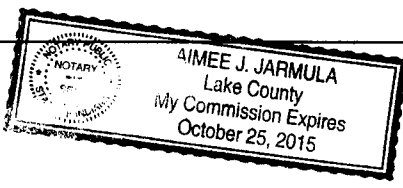
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
the Lake County Recorder!

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 25 day of June, 20 13, before me, the undersigned Notary Public, personally appeared **JUDITH ROOT STILES, Member of BEAVER BROOK, 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 [Signature] Residing at 311 Rubra Ct Valparaiso IN 46385

Notary Public in and for the State of _____ My commission expires _____



MODIFICATION OF MORTGAGE
(Continued)

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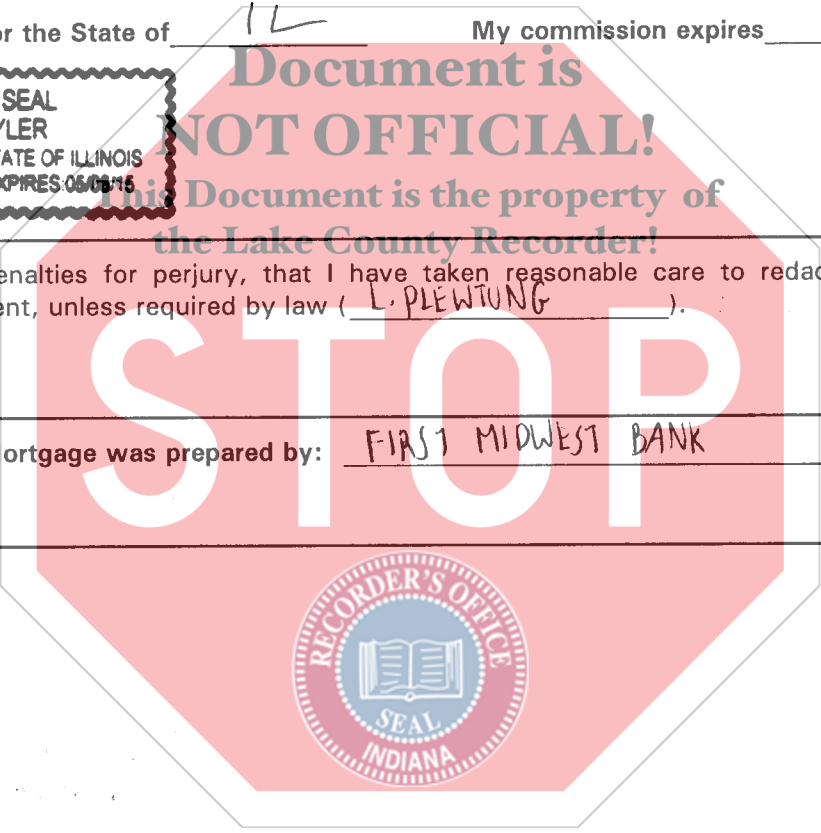
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 28th day of June, 20 13, before me, the undersigned Notary Public, personally appeared David Rawkowski and known to me to be the CB, 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 Ann T. Tyler Residing at Glenview IL

Notary Public in and for the State of IL My commission expires 05-06-2015



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 (L. PLEWTUNG).

This Modification of Mortgage was prepared by: FIRST MIDWEST BANK

EXHIBIT "A"

Parcel 1:

The North 600 feet of the Southwest 1/4 of the Northwest 1/4 of Section 3, Township 34 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, excepting therefrom that part taken in Warranty Deed recorded April 11, 1996 as Document No. 96023098 and further excepting that part deeded to the State of Indiana by Warranty Deed recorded August 24, 2010 as Document No. 2010 048777.

Parcel 2:

The Northwest 1/4 of the Northwest 1/4 of Section 3, Township 34 North, Range 8 West of the 2nd Principal Meridian, in Lake County, Indiana, excepting therefrom that part described as follows: Beginning at the Northwest corner thereof; thence South 89 degrees 26 minutes 57 seconds East along the North line of said Section 3; a distance of 688.25 feet; thence South 00 degrees 19 minutes 17 seconds East, 700.01 feet; thence North 89 degrees 26 minutes 57 seconds West, 692.21 feet to the West line of said Section 3; thence North 00 degrees 00 minutes 12 seconds East, 699.96 feet to the point of beginning, AND ALSO EXCEPTING therefrom that part deeded to the State of Indiana by Warranty Deed recorded August 24, 2010 as Document No. 2010 048777.



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