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2013 051304

STATE OF INDIANA  
LAKE COUNTY  
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MICHAEL B. BROWN  
RECORDER

**RECORDATION REQUESTED BY:**

Gina M. Lavarda, Esq.  
Chapman and Cutler LLP  
111 West Monroe Street  
Chicago, Illinois 60603

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This Modification of Mortgage and Assignment prepared by:

Gina M. Lavarda, Esq.  
Chapman and Cutler LLP  
111 West Monroe Street  
Chicago, Illinois 60603



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MODIFICATION OF MORTGAGE AND ASSIGNMENT

**THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT** dated June 17, 2013, is made and executed between **GARY PROPERTY, LLC**, an Indiana limited liability company, whose address is 828 South Wabash Street, Chicago, Illinois 60605 (referred to below as "**Grantor**") and **BMO HARRIS BANK N.A.**, a national banking association formerly known as Harris N.A., whose address is 111 West Monroe Street, Chicago, Illinois 60603-4095 (referred to below as "**Lender**").

**MORTGAGE AND ASSIGNMENT.** Lender and Grantor have entered into that certain (i) Mortgage dated December 7, 2007, recorded December 28, 2007, as Document Number 2007 101092 with the Lake County Recorder's Office in Lake County, Indiana (such Mortgage as modified, hereinafter referred to as the "**Mortgage**"), and (ii) Assignment of Rents dated December 7, 2007, recorded December 28, 2007, as Document Number 2007 101093 with the Lake County Recorder's Office in Lake County, Indiana (such Assignment of Rents as modified, hereinafter referred to as the "**Assignment**").

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AMOUNT \$ 300  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 5008290  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLEAR CC

E

**REAL PROPERTY DESCRIPTION.** The Mortgage and the Assignment cover the following described real property in Lake County, State of Indiana:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

The Property or its address is commonly known as 6400 W. Industrial Highway, Gary, Indiana 46406.

**MODIFICATION.** For the sake of clarity, Lender and Grantor hereby modify the Mortgage and the Assignment as follows:

(1) that each of the Mortgage and the Assignment continue to secure that certain Promissory Note dated December 7, 2007 in the original principal amount of \$1,417,250.00, from Grantor to Lender, as amended, modified or restated from time to time, bearing a fixed interest rate, with the loan or loans evidenced thereby payable at the times as set forth in such Promissory Note (as amended, modified or restated) with a final maturity date of October 7, 2013 or such later date agreed to by Lender in its sole discretion (such Promissory Note as amended, modified, restructured or restated from time to time, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions of, being described herein collectively as the "Note"); and

(2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed the amount of \$2,834,500.00. All other terms and conditions remain the same.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage and the original Assignment 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 and the Assignment as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or promissory notes or other Related Documents secured by the Mortgage and the Assignment. All references in the Mortgage and the Assignment to the term "Note" shall be deemed references to the term "Note" as defined herein, together with all other promissory notes currently secured by the Mortgage and any and all promissory notes, if any, issued in extension or renewal thereof or in substitution or replacement therefor. It is the intention of Lender to retain as liable all parties to the Mortgage and the Assignment and all parties, makers and

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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.

**[SIGNATURE PAGE TO FOLLOW]**

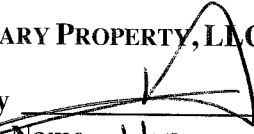


GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE AND ASSIGNMENT IS DATED JUNE 17, 2013.

Grantor:

GARY PROPERTY, LLC


By

  
Name Heena Kaul  
Title Manager

Lender:

BMO HARRIS BANK N.A.

By

  
Name DEBORAH HONG  
Title VICE PRESIDENT

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GRANTOR ACKNOWLEDGEMENT

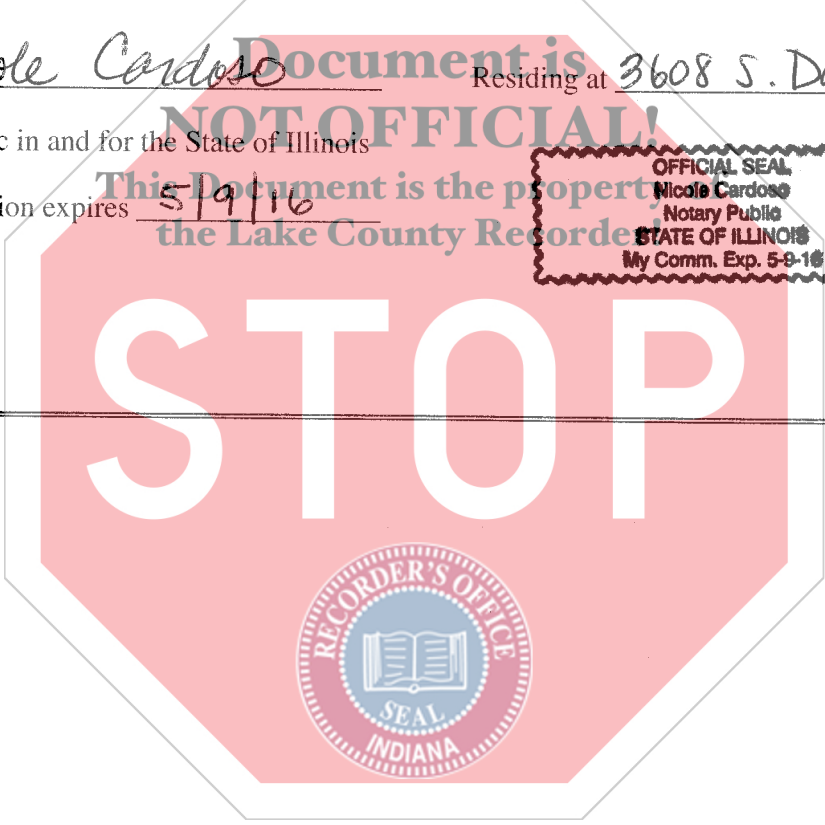
STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK    )

On this 17 day of June, 2013 before me, the undersigned Notary Public, personally appeared HARLAN KARE, a MANAGER of Gary Property, LLC, and known to me to be a MANAGER or designated agent of the limited liability company that executed the Modification of Mortgage and Assignment and acknowledged the Modification of Mortgage and Assignment 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 or such other organizational document, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification of Mortgage and Assignment and in fact executed the Modification of Mortgage and Assignment on behalf of the limited liability company.

By Nicole Cardoso Residing at 3608 S. Damen, Chgo, IL 60609

Notary Public in and for the State of Illinois

My commission expires 5/9/16



LENDER ACKNOWLEDGEMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 17<sup>th</sup> day of June, 2013 before me, the undersigned Notary Public, personally appeared DEBORAH HONG and known to me to be the VICE PRESIDENT, authorized agent for BMO Harris Bank N.A., a national banking association that executed the Modification of Mortgage and Assignment and acknowledged the Modification of Mortgage and Assignment to be the free and voluntary act and deed of the said association, duly authorized by said association 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 the Modification of Mortgage and Assignment.

By Stacy A. Lewis Residing at Morton Grove, IL

Notary Public in and for the State of ILLINOIS

My commission expires 11/8/15



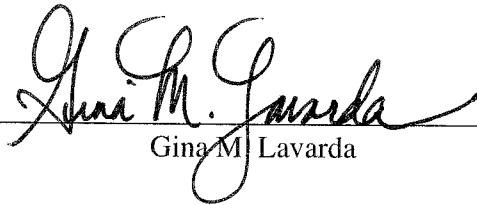
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"OFFICIAL SEAL"  
Stacy A Lewis  
Notary Public, State of Illinois  
My Commission Expires 11/8/2015

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This Instrument Prepared by: Gina M. Lavarda, Esq., Chapman and Cutler LLP, 111 West Monroe Street, 16th Floor, Chicago, Illinois 60603, (312) 845-3000.

I affirm, under penalty of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

By:   
Gina M. Lavarda



**EXHIBIT A**

**LEGAL DESCRIPTION**

Part of the Southeast Quarter of Section 26, Township 37 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the intersection of the South right-of-way line of Chicago Avenue extended East and the Northerly right-of-way line of Industrial Highway (U.S. 12); thence South 46 degrees 08 minutes 45 seconds East along said Northerly right-of-way line of Industrial Highway, a distance of 1110.94 feet to the PLACE OF BEGINNING; thence continuing along said Northerly right-of-way line of said road, the following 2 courses and distances: South 46 degrees 08 minutes 45 seconds East 346.69 feet, South 46 degrees 00 minutes 00 seconds East 109.31 feet to an intersection with the Northwestern right-of-way line of the Elgin, Joliet, and Eastern Railroad; thence North 60 degrees 51 minutes 30 seconds East, along said Westerly right-of-way line of said railroad 671.88 feet; thence North 46 degrees 00 minutes 00 seconds West, along the Southerly right-of-way line of the Elgin, Joliet and Eastern Railroad, 305.01 feet; thence North 46 degrees 08 minutes 45 seconds West along the Southerly right-of-way line of the Elgin, Joliet and Eastern Railroad, and the South Chicago and Southern Railroad Company property, a distance of 350.99 feet; thence South 43 degrees 32 minutes 33 seconds West, 643.02 feet to the POINT OF BEGINNING;

EXCEPTING THEREFROM that part described as follows:

Commencing at the intersection of the South right-of-way line of Chicago Avenue extended East and the Northerly right-of-way line of Industrial Highway (U.S. 12); thence South 46 degrees 08 minutes 45 seconds East, 1110.94 feet along said Northerly right-of-way line of Industrial Highway to the POINT OF BEGINNING; thence continuing along said Northerly right-of-way line, South 46 degrees 08 minutes 45 seconds East, 160.00 feet; thence North 43 degrees 32 minutes 33 seconds East, 643.02 feet to the Southerly line of the South Chicago and Southern Railroad Company property; thence North 46 degrees 08 minutes 45 seconds West, 160.00 feet along said Southerly line; thence South 43 degrees 32 minutes 33 seconds West 643.02 feet to the POINT OF BEGINNING.

