

4

2013 052219

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 JUL 17 AM 8:56

MICHAEL B. BROWN  
RECORDER

RECORDATION REQUESTED BY:  
FIRST MIDWEST BANK  
SPECIAL ASSETS  
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

215022654

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 4, 2013, is made and executed between 5847 BROADWAY, LLC, whose address is 9813 ARTHUR PLACE, CROWN POINT, IN 463072317 (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 4, 2008 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

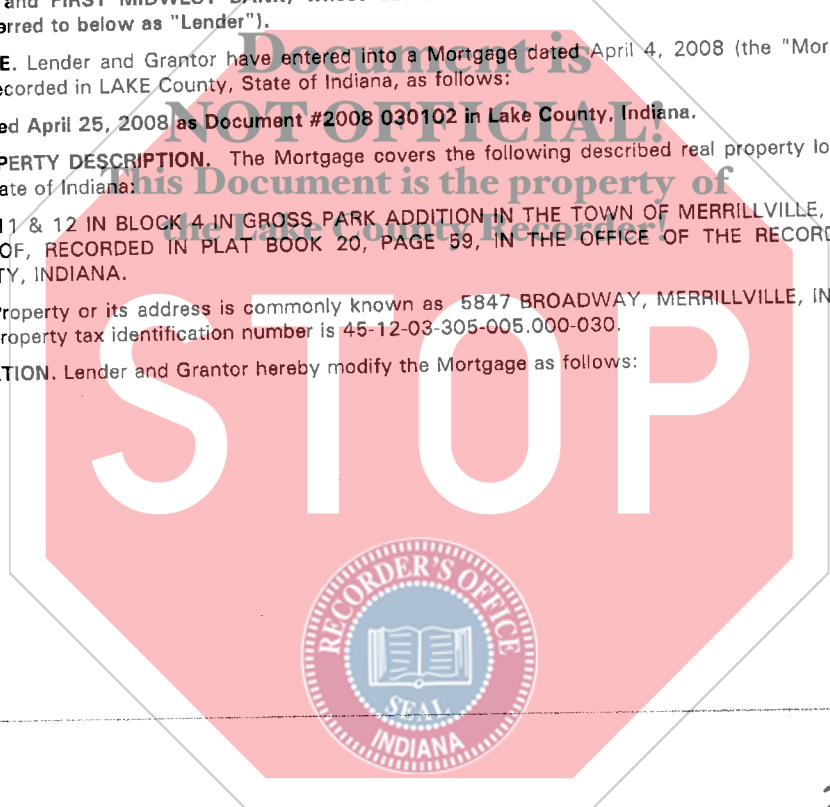
Recorded April 25, 2008 as Document #2008 030102 in Lake County, Indiana.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in LAKE County, State of Indiana:

LOTS 11 & 12 IN BLOCK 4 IN GROSS PARK ADDITION IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20, PAGE 59, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 5847 BROADWAY, MERRILLVILLE, IN 464102615. The Real Property tax identification number is 45-12-03-305-005.000-030.

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



1 Ref 21. -  
clk. 100415419  
DN E

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 67655

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To add to the definition of "Note" the following sentence, "The maturity date of the Note is July 4, 2017".

**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 4, 2013.**

GRANTOR:

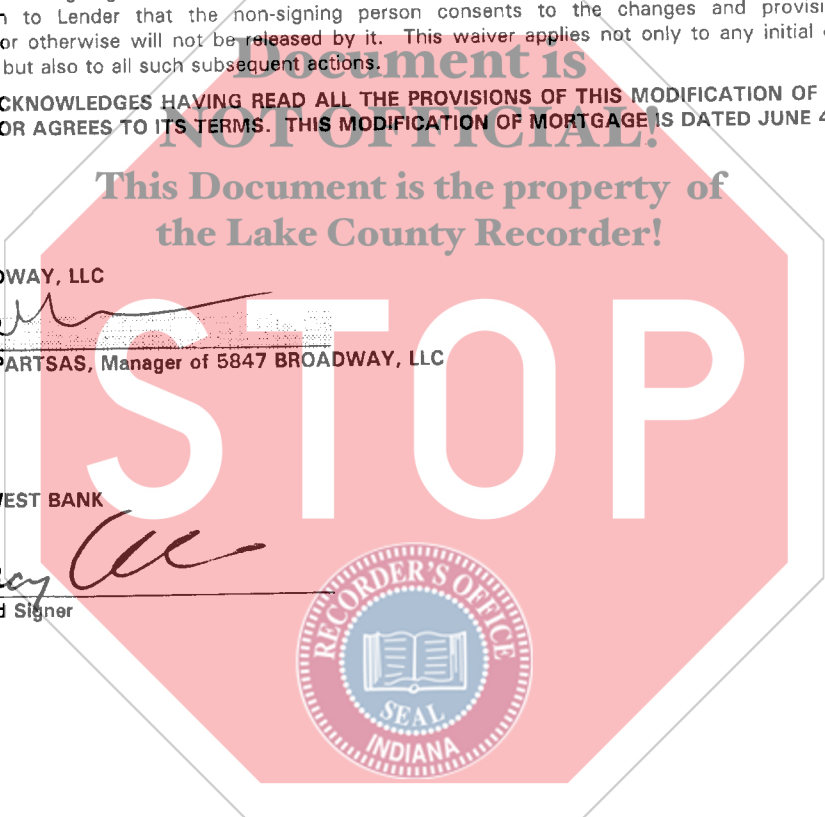
5847 BROADWAY, LLC

By: Ted  
TED G. PARTSAS, Manager of 5847 BROADWAY, LLC

LENDER:

FIRST MIDWEST BANK

x Gray  
Authorized Signer



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 67655

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IN )  
 ) SS  
COUNTY OF Lake )



On this 25 day of June, 20 13, before me, the undersigned Notary Public, personally appeared **TED G. PARTSAS, Manager of 5847 BROADWAY, 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 Lake Co.  
Notary Public in and for the State of IN My commission expires 06.13.16

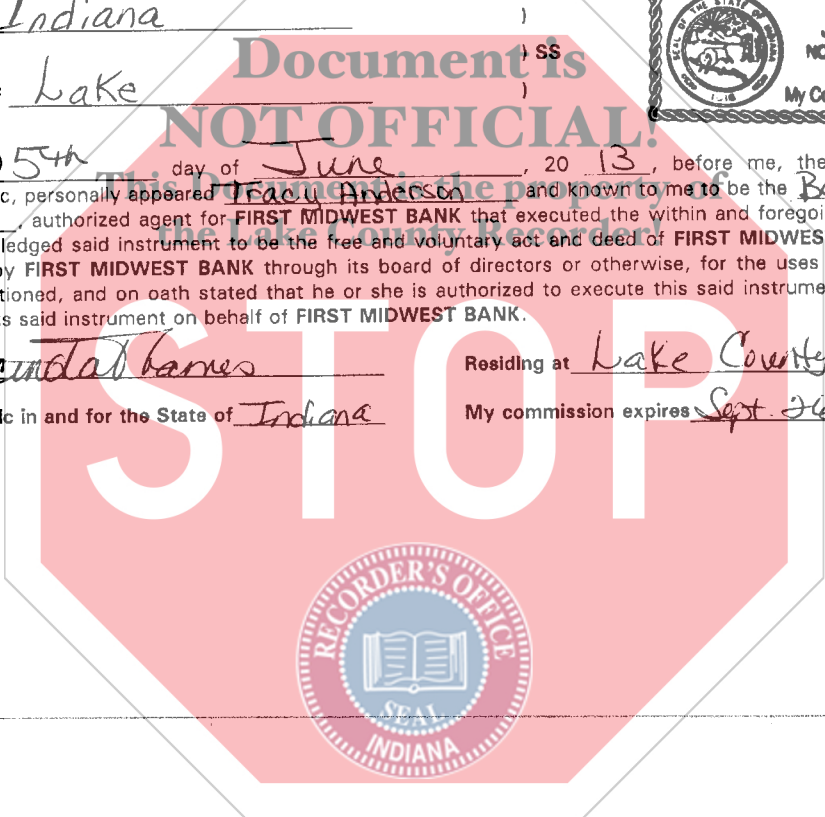
LENDER ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )



On this 25th day of June, 20 13, before me, the undersigned Notary Public, personally appeared Tracy Anderson and known to me to be the Banker 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 Jacinda Thames Residing at Lake County  
Notary Public in and for the State of Indiana My commission expires Sept. 26, 2015



Loan No: 67655

**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

