

5

RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
HIGHLAND GROVE
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

2013 053528

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 JUL 23 AM 8:45

MICHAEL B. BROWN
RECORDER

WHEN RECORDED MAIL TO:
FIRST MIDWEST BANK
HIGHLAND GROVE
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

SEND TAX NOTICES TO:
FIRST MIDWEST BANK
HIGHLAND GROVE
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

2005072604 - 1 3205 2150

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Document is
NOT OFFICIAL!

This Document is the property of
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 24, 2013, is made and executed between WICKER AVE. INVESTMENTS, LLC, whose address is 23250 SOUTH HIDDEN LAKE TRAIL, CRETE, IL 604171795 (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 March 19, 2013 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

RECORDED AUGUST 1, 2005 AS DOUMENT NUMBER 2005 063664 AND MODIFICATIONS OF MORTGAGE DATED JULY 26, 2009 RECORDED SEPTEMBER 2, 2009 AS DOCUMENT NUMBER 2009 060674, DATED NOVEMBER 5, 2010 RECORDED DECEMBER 23, 2010 AS DOCUMENT NUMBER 2010 075996, DATED DECEMBER 20, 2012 RECORDED JANUARY 16, 2013 AS DOCUMENT NUMBER 2013 003790 AND DATED MARCH 19, 2013 RECORDED APRIL 5, 2013 AS DOCUMENT NUMBER 2013 024521, 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 9135 WICKER AVENUE, 9125 WICKER AVENUE AND 9085 WICKER AVENUE, ST. JOHN, IN 463730000. The Real Property tax identification number is 45-11-28-351-004.000-035 (PARCEL 1), 45-11-28-351-001.000-035 (PARCELS 2 & 3) AND 45-11-28-301-001.000-035 (PARCEL 4).

100415397
100415575
E Am 25 refs \$28 non-conf EB

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 1

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

To delete from the definition of "Note" the following sentence: "The maturity date of the Note is May 5, 2013" and insert in lieu thereof the following: "The maturity date of the Note is August 5, 2013".


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 24, 2013.

GRANTOR:

WICKER AVE. INVESTMENTS, LLC

By: 
MICHAEL D. GELATKA, Member of WICKER AVE. INVESTMENTS, LLC

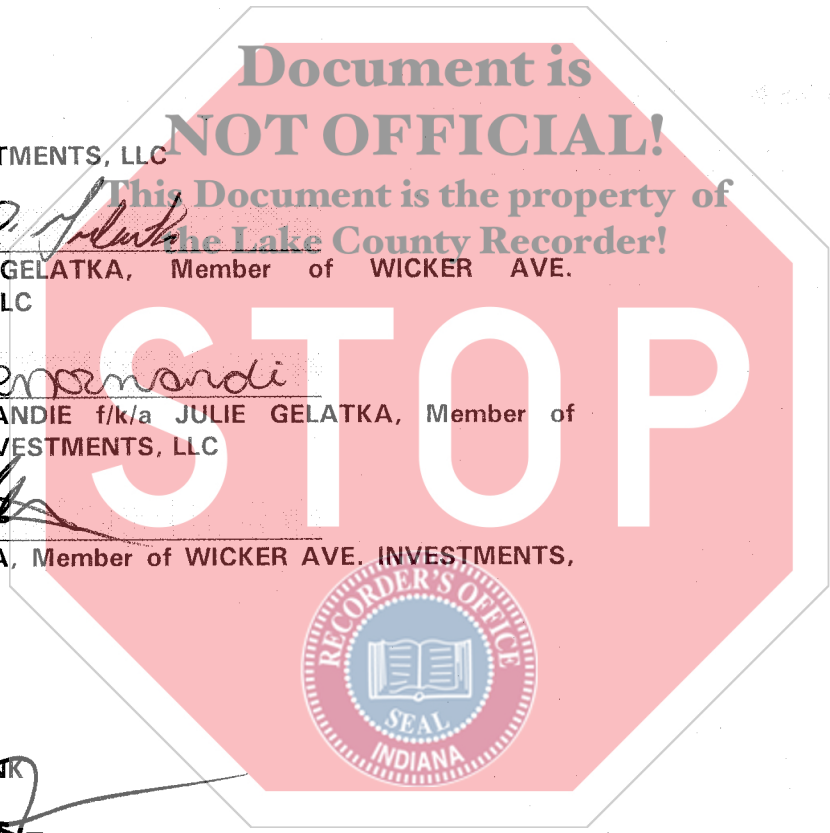
By: 
JULIE DENORMANDIE f/k/a JULIE GELATKA, Member of WICKER AVE. INVESTMENTS, LLC

By: 
KEVIN GELATKA, Member of WICKER AVE. INVESTMENTS, LLC

LENDER:

FIRST MIDWEST BANK

X 
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

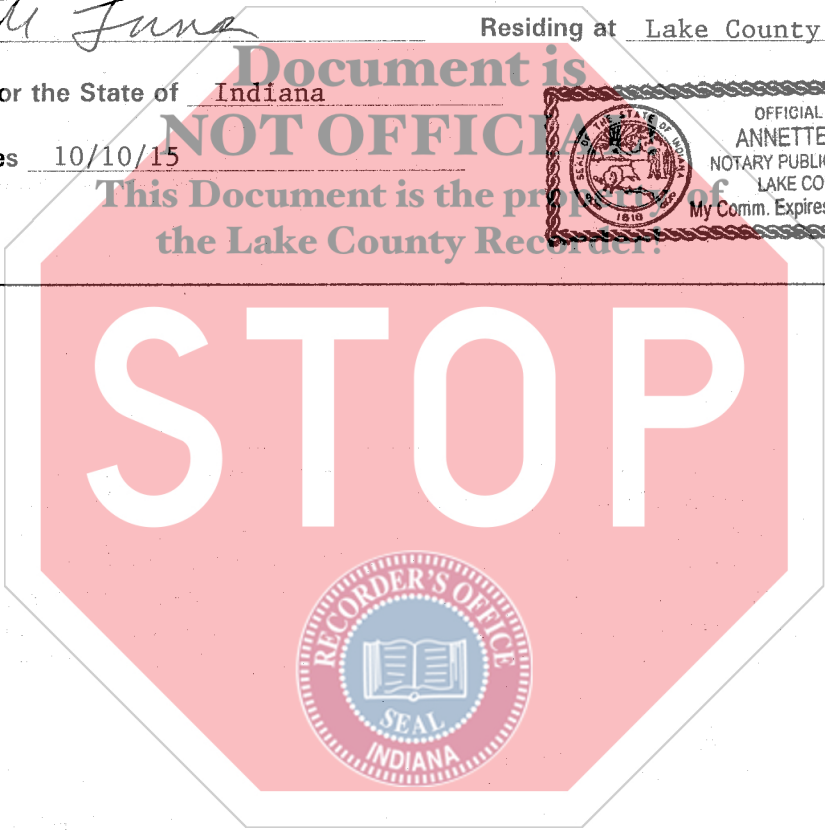
STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 24th day of June, 2013 before me, the undersigned Notary Public, personally appeared **MICHAEL D. GELATKA**, Member of **WICKER AVE. INVESTMENTS, LLC**; **JULIE DENORMANDIE** f/k/a **JULIE GELATKA**, Member of **WICKER AVE. INVESTMENTS, LLC**; and **KEVIN GELATKA**, Member of **WICKER AVE. INVESTMENTS, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Annette Luna Residing at Lake County, Indiana

Notary Public in and for the State of Indiana

My commission expires 10/10/15



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 1

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LENDER ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 24th day of June, 2013 before me, the undersigned Notary Public, personally appeared Dennis Platipodis and known to me to be the Vice 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**.

By Annette Luna Residing at Lake County, Indiana

Notary Public in and for the State of Indiana

My commission expires 10/10/15

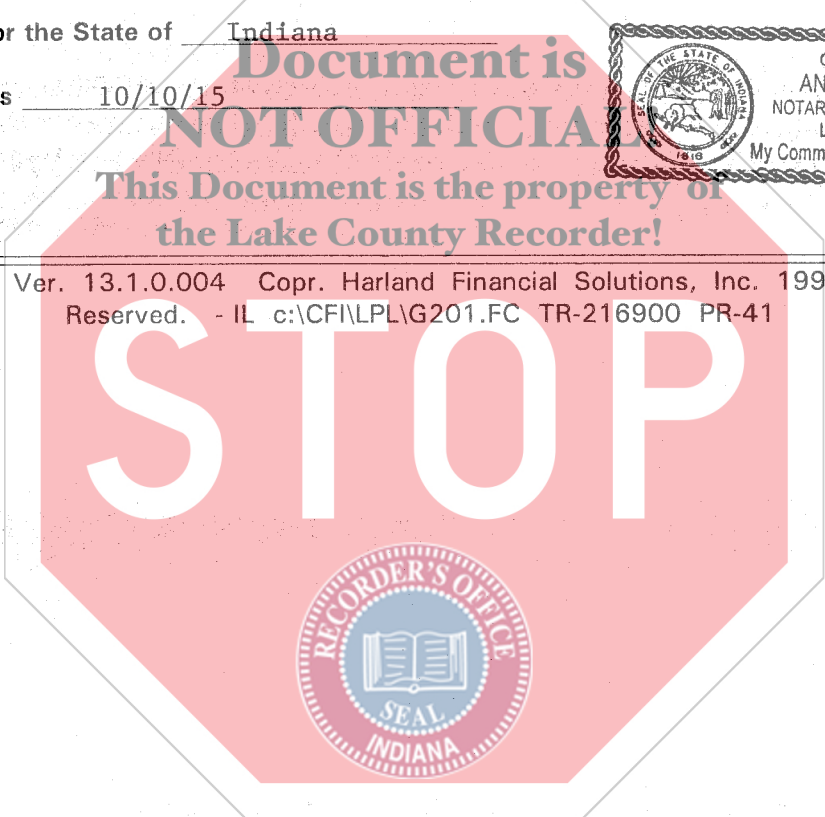
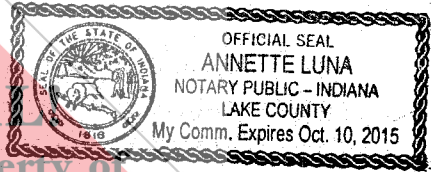


EXHIBIT "A"
Wicker Ave. Investments, LLC

The land referred to in this Commitment is described as follows:

Parcel 1: Part of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, described as follows: Beginning at a point on the Westerly right-of-way line of Chicago, Indianapolis and Louisville Railroad, which point is 230.16 feet South of the North line of said Southwest 1/4 of the Southeast 1/4; thence West parallel to the said North line 250 feet; thence South 99.73 feet to the South line of the North 1/2 of the Southwest 1/4 of the Southwest 1/4; thence Easterly along said South line 328.71 feet to the Southwesterly right-of-way line of said railroad; thence Northwesterly along said right-of-way, 127.05 feet to the place of beginning, in Lake County, Indiana, EXCEPTING THEREFROM part of said parcel described as beginning at a point on the South line 165.66 feet West of the intersection of said South line of said North 1/2 of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28 and the Southwesterly 50 foot right-of-way line of the Southern Railroad (formerly the Monon Railroad and also the Chicago, Indianapolis and Louisville Railroad); thence continuing North 88 degrees 45 minutes 21 seconds West along the last said South line 163.05 feet; thence North 01 degrees 14 minutes 39 seconds West, 99.73 feet; thence South 88 degrees 45 minutes 21 seconds East 163.05 feet; thence South 01 degrees 14 minutes 39 seconds East 99.73 feet to the point of beginning, in Lake County, Indiana.

Parcel 2 Part of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, described as follows: Beginning at the Northwest corner of said Southwest 1/4 of the Southwest 1/4; thence East along the North line of said Southwest 1/4 of the Southwest 1/4 to the Southwesterly right-of-way line of the Chicago, Indianapolis and Louisville Railroad; thence Southeasterly along the Southwesterly right-of-way line to a point which is 230.16 feet South of the North line of said Southwest 1/4 of the Southwest 1/4 (as measured at right angles to said North line); thence West parallel with the North line of said Southwest 1/4 of the Southwest 1/4 to a point which is 158.41 feet East of the West line of said Section 28; thence Westwardly 158.77 feet to a point on the West line of said Section 28; said point being 244.76 feet South of the Northwest corner of said Southwest 1/4 of the Southwest 1/4; thence North along the West line of said Section 28, 244.76 feet to the point of beginning, EXCEPTING THEREFROM that part lying West of the East right-of-way line of U.S. Highway 41, in Lake County, Indiana

Parcel 3: Part of the North 1/2 of the North 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, in the Town St. John, Lake County, Indiana, described as follows: Beginning at a point on the West line of said Southwest 1/4 of the Southwest 1/4 and 244.76 feet South of the Northwest corner thereof; thence Easterly 158.77 feet, more or less, to a point on a line which is parallel to the North line of said Southwest 1/4 of the Southwest 1/4 and 230.16 feet South of said North line (measured at right angles thereto), said point being 158.41 feet West of the West line of said Southwest 1/4 of the Southwest 1/4; thence East 50 feet along said parallel line; thence North 50 feet; thence West 208.41 feet parallel to the said North line to the West line of said Southwest 1/4 of the Southwest 1/4; thence South along said West line 64.60 feet to the point of beginning, EXCEPT that part of said tract lying West of the East line of U.S. Highway 41

Parcel 4: That part of the Northwest 1/4 of the Southwest 1/4 of Section 28, Township 35 North, Range 9 West of the Second Principal Meridian, lying Southwesterly of the right-of-way line of the Louisville, New Albany and Chicago Railroad Company, now Chicago, Indianapolis and Louisville Railroad Company, in Lake County, Indiana.

THIS EXHIBIT "A" IS ATTACHED TO AND MADE A PART OF A CERTAIN COMMERCIAL PROMISSORY NOTE AND SECURITY AGREEMENT AND A MORTGAGE & SECURITY AGREEMENT DATED JULY 26, 2005 IN THE AMOUNT OF \$496,000.00 FROM WICKER AVE. INVESTMENTS, LLC., TO BANK CALUMET, N.A.