

5

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 054280

2013 JUL 25 AM 8:49

MICHAEL B. BROWN  
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

2005030210-1

**Document is  
NOT OFFICIAL  
MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated May 5, 2013, is made and executed between LAKE COUNTY TRUST COMPANY, not personally but as Successor Trustee to Centier Bank u/t/a dated May 16, 1988 and known as TRUST #1885, whose address is 2200 NORTH MAIN STREET, CROWN POINT, IN 46307 (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 1, 2009 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded September 28, 2009 as Document #2009 065533 and a Modification of Mortgage dated May 5, 2012 Recorded August 21, 2012 as Document #2012 056284 in Lake County, Indiana.

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

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS: BEGINNING AT A POINT ON THE CENTER LINE OF RIDGE ROAD, WHICH IS 228.2 FEET NORTH 79 DEGREES, 12 MINUTES WEST ON SAID CENTER LINE FROM THE INTERSECTION OF SAID CENTER LINE WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, THENCE SOUTH PARALLEL WITH SAID EAST LINE 380.26 FEET, MORE OR LESS TO THE

24.00  
100425728 E

2 REF

P/P

**MODIFICATION OF MORTGAGE  
(Continued)**

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NORTHEAST CORNER OF LOT 1 IN FRITZ FIRST ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 55 PAGE 26, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE WEST AT RIGHT ANGLES, ALONG THE NORTH LINE OF SAID LOT 1, 107.12 FEET; THENCE NORTH PARALLEL WITH THE AFORESAID EAST LINE 400.7 FEET MORE OR LESS TO THE CENTER LINE OF RIDGE ROAD, THENCE SOUTH 79 DEGREES, 12 MINUTES EAST ON SAID CENTER LINE 109.05 FEET TO THE PLACE OF BEGINNING, IN THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 1912 RIDGE ROAD, MUNSTER, IN 463212040. The Real Property tax identification number is 45-07-20-329-009.000-027.

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

To delete in the definition of "Note" the following: "The maturity date of the Note is May 5, 2013" and replace with the following: "The maturity date of the Note is May 5, 2014".

**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 endorser 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 5, 2013.**

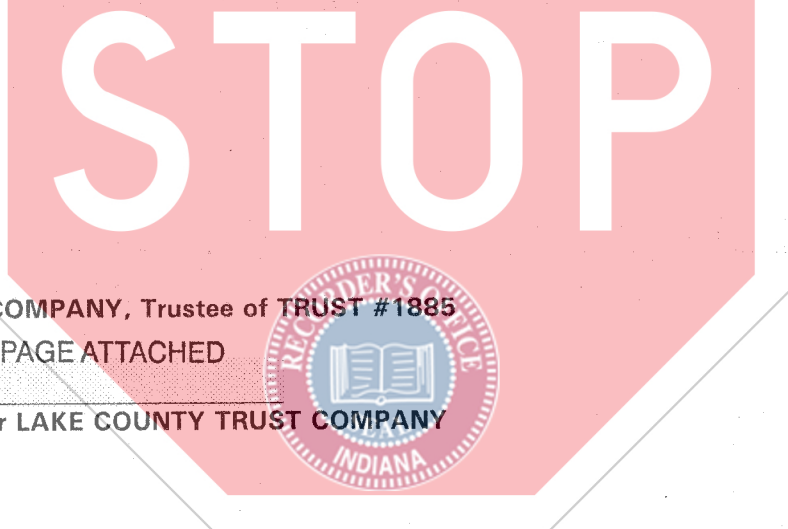
**GRANTOR:**

**TRUST #1885**

**LAKE COUNTY TRUST COMPANY, Trustee of TRUST #1885**

**SEE SIGNATURE PAGE ATTACHED**

**By: \_\_\_\_\_  
Authorized Signer for LAKE COUNTY TRUST COMPANY**



MODIFICATION OF MORTGAGE  
(Continued)

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LENDER:

FIRST MIDWEST BANK

x [Signature]  
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )

) SS

COUNTY OF \_\_\_\_\_ )

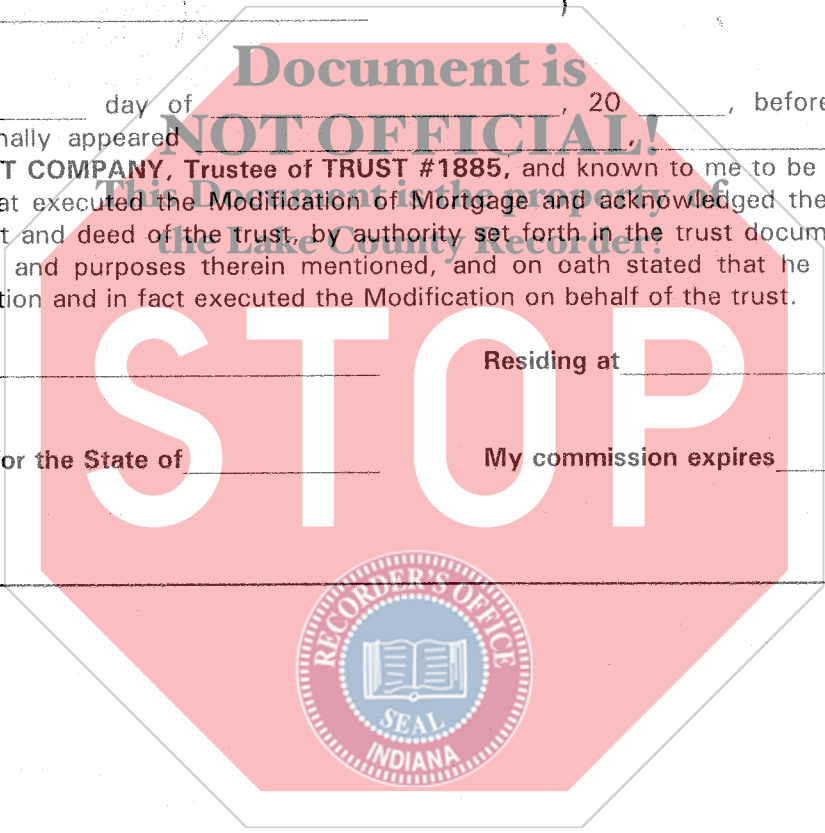
On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ of LAKE COUNTY TRUST COMPANY, Trustee of TRUST #1885, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By \_\_\_\_\_

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



MODIFICATION OF MORTGAGE  
(Continued)

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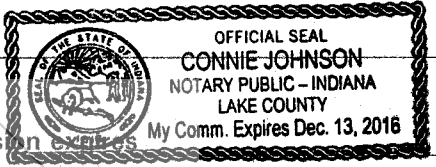
LENDER ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

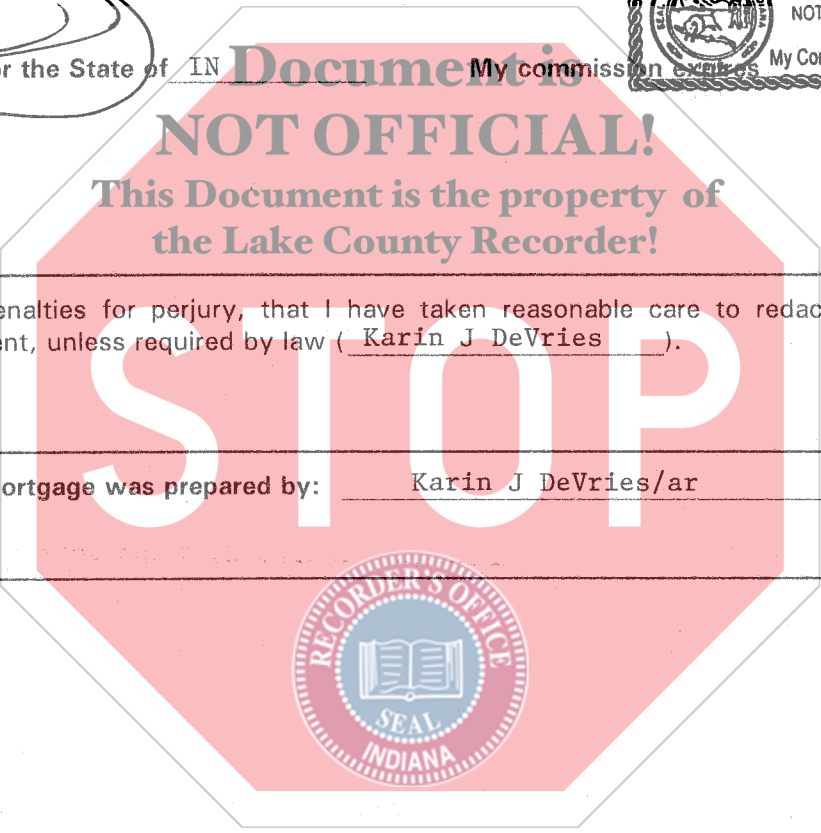
On this 1ST day of JULY, 20 13, before me, the undersigned Notary Public, personally appeared Karin J DeVries and known to me to be the Vice President, authorized agent for FIRST MIDWEST BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary 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 *Connie Johnson*

Residing at \_\_\_\_\_



Notary Public in and for the State of IN My commission expires \_\_\_\_\_



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 ( Karin J DeVries ).

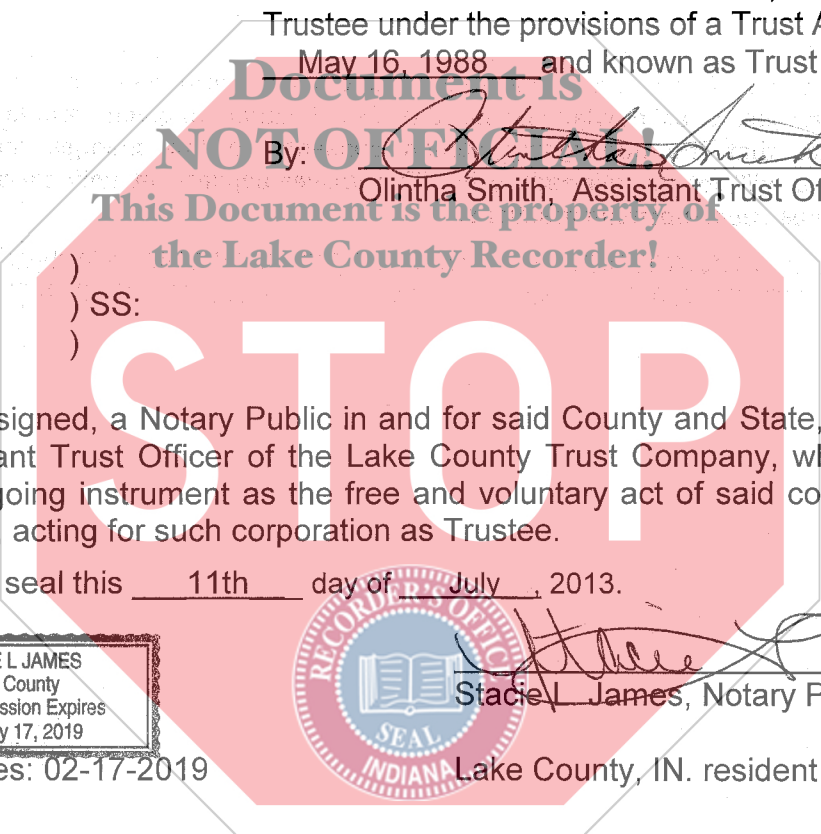
This Modification of Mortgage was prepared by: Karin J DeVries/ar

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 5th day of May, 2013.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated May 16, 1988 and known as Trust No. 1885.

By: [Signature]  
Olintha Smith, Assistant Trust Officer



STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Olintha Smith, Assistant Trust Officer of the Lake County Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as her free and voluntary act, acting for such corporation as Trustee.

Witness my hand and seal this 11th day of July, 2013.



[Signature]  
Stacie L. James, Notary Public  
Lake County, IN. resident

My Commission expires: 02-17-2019