

2013 090028

2013 DEC -9 AM 8:40

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

2006041004 65971 21509 # 1950

**Document is
NOT OFFICIAL!**

THIS MODIFICATION OF MORTGAGE dated November 8, 2013, is made and executed between VAZQUEZ DEVELOPMENT, LLC, whose address is 6405 OLCOTT STREET, HAMMOND, IN 463202835 (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 14, 2007 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded March 27, 2007 as Document #2007025204 and Modifications of Mortgage dated June 26, 2012 Recorded August 10, 2012 as Document #2012053718 and August 10, 2012 Recorded September 19, 2012 as Document #2012065695 in Lake County, Indiana.

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

LOT 15, RADIO CITY INDUSTRIAL SUBDIVISION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 30, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 6405 OLCOTT STREET, HAMMOND, IN 463202835.

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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 65971

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The Real Property tax identification number is 45-07-05-456-001.000-023.

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

To add to the definition of "Note" the following sentence: "The maturity dated of the Note is January 26, 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 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.

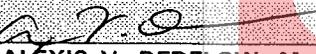
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 8, 2013.

GRANTOR:

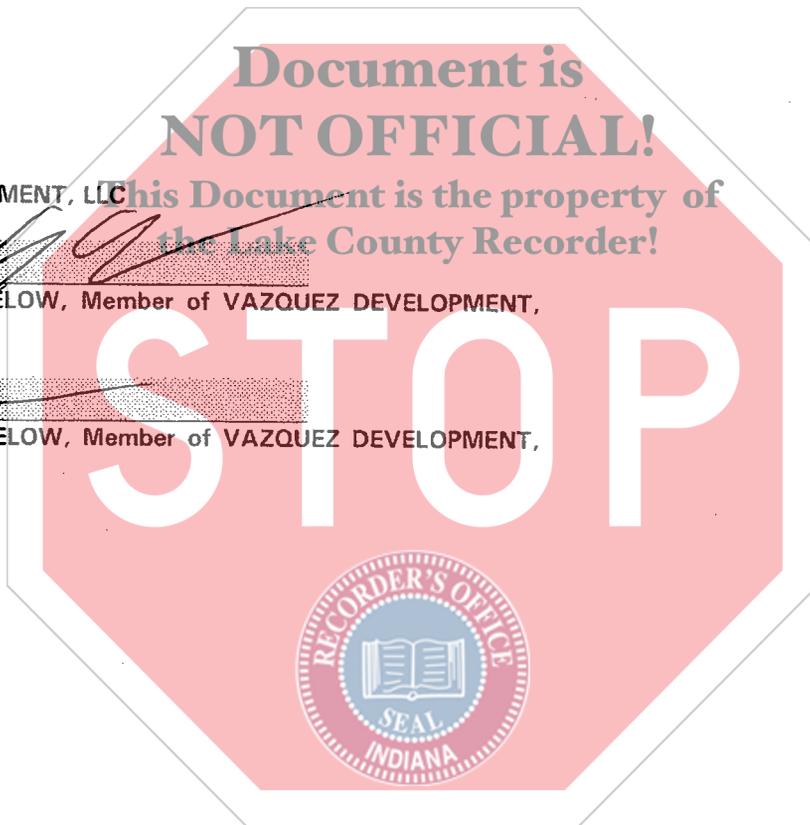
VAZQUEZ DEVELOPMENT, LLC

By: 

JAMES E. DEDELOW, Member of VAZQUEZ DEVELOPMENT, LLC

By: 

ALEXIS V. DEDELOW, Member of VAZQUEZ DEVELOPMENT, LLC



LENDER:

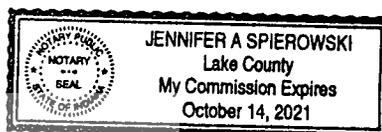
FIRST MIDWEST BANK

[Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

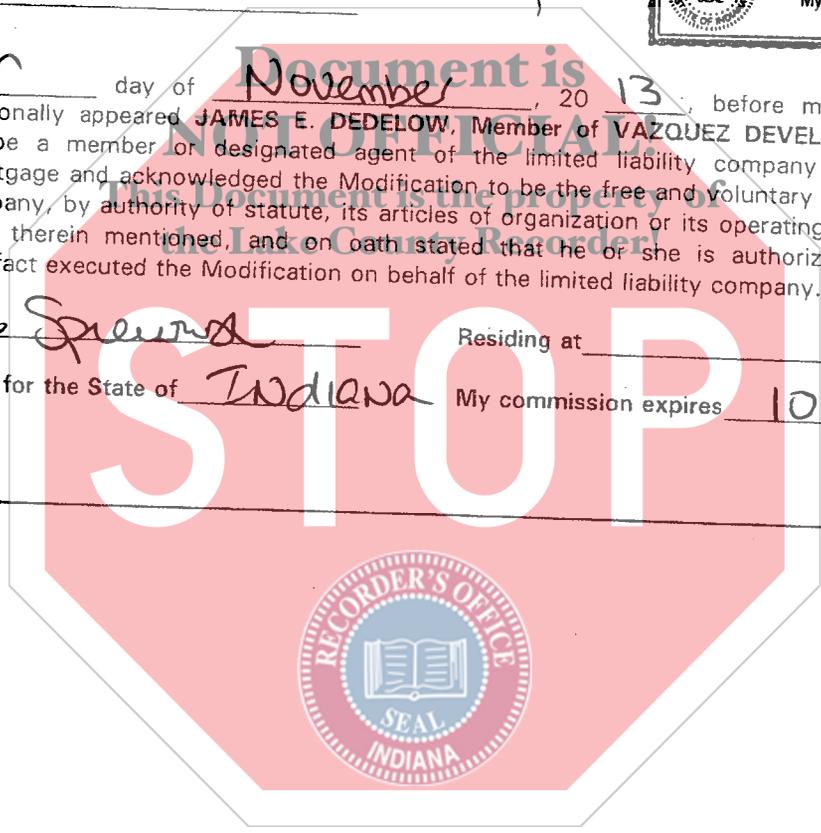
STATE OF Indiana

COUNTY OF Lake



On this 8th day of November, 2013, before me, the undersigned Notary Public, personally appeared JAMES E. DEDELOW, Member of VAZQUEZ DEVELOPMENT, 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 Jennifer Spierowski Residing at _____
Notary Public in and for the State of Indiana My commission expires 10/14/21



MODIFICATION OF MORTGAGE
(Continued)

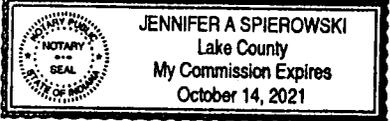
Loan No: 65971

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake

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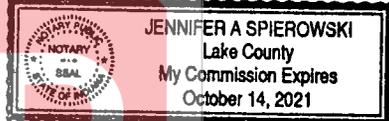
On this 8th day of November, 20 13, before me, the undersigned Notary Public, personally appeared **ALEXIS V. DEDELOW**, Member of **VAZQUEZ DEVELOPMENT, L.L.C.**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged 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 Jennifer Spierowski Residing at _____
Notary Public in and for the State of Indiana My commission expires 10/14/21

Document is NOT OFFICIAL!
LENDER ACKNOWLEDGMENT
This Document is the property of the Lake County Recorder!

STATE OF Indiana

COUNTY OF Lake

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On this 8th day of November, 20 13, before me, the undersigned Notary Public, personally appeared David Spain and known to me to be the C.m.m Bank rel mgr, 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 Jennifer Spierowski Residing at _____
Notary Public in and for the State of Indiana My commission expires 10/14/21



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 (Cindy Rohle).

This Modification of Mortgage was prepared by: FIRST MIDWEST BANK

