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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 000879

2014 JAN -9 AM 8:49

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
Attn: Carolyn Broderick
220 West Main Street
Morris, IL 60450

**Document is
NOT OFFICIAL!**

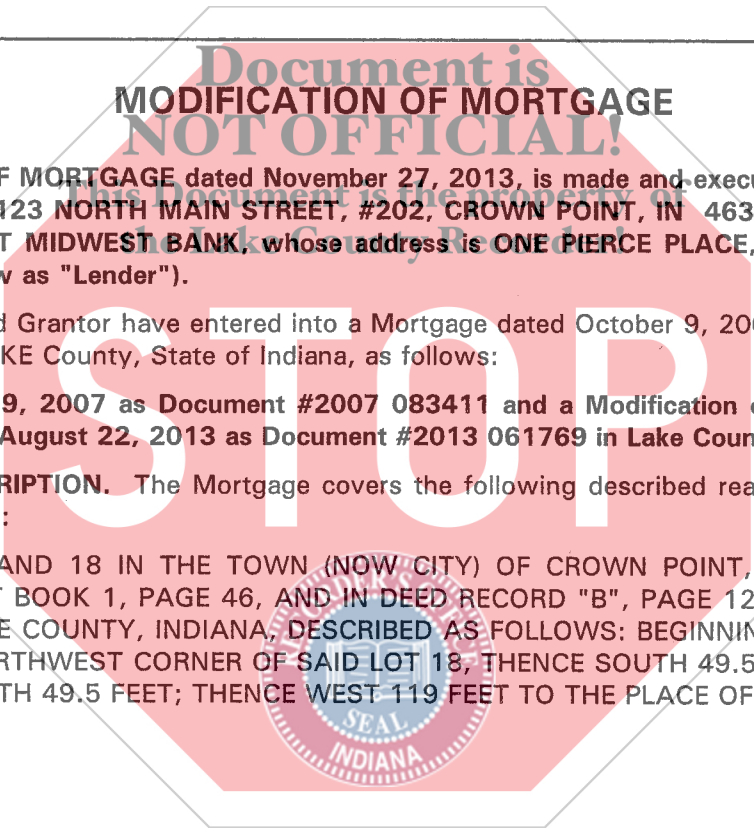
THIS MODIFICATION OF MORTGAGE dated November 27, 2013, is made and executed between NEW TOWN, LLC, whose address is 123 NORTH MAIN STREET, #202, CROWN POINT, IN 463074077 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 9, 2007 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded October 19, 2007 as Document #2007 083411 and a Modification of Mortgage dated February 27, 2013 Recorded August 22, 2013 as Document #2013 061769 in Lake County, Indiana.

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

PART OF LOT 17 AND 18 IN THE TOWN (NOW CITY) OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 46, AND IN DEED RECORD "B", PAGE 121, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 49.5 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 18, THENCE SOUTH 49.5 FEET; THENCE EAST 119 FEET; THENCE NORTH 49.5 FEET; THENCE WEST 119 FEET TO THE PLACE OF BEGINNING



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**MODIFICATION OF MORTGAGE
(Continued)**

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The Real Property or its address is commonly known as 122 NORTH COURT, CROWN POINT, IN 46307. The Real Property tax identification number is 45-16-08-132-002.000-042.

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

To delete from the definition of "Note" the following: "The maturity date of this Note is November 27, 2013" and insert in lieu thereof the following: "The maturity date of the Note is November 27, 2016".

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 NOVEMBER 27, 2013.

GRANTOR:

NEW TOWN, LLC

By: _____

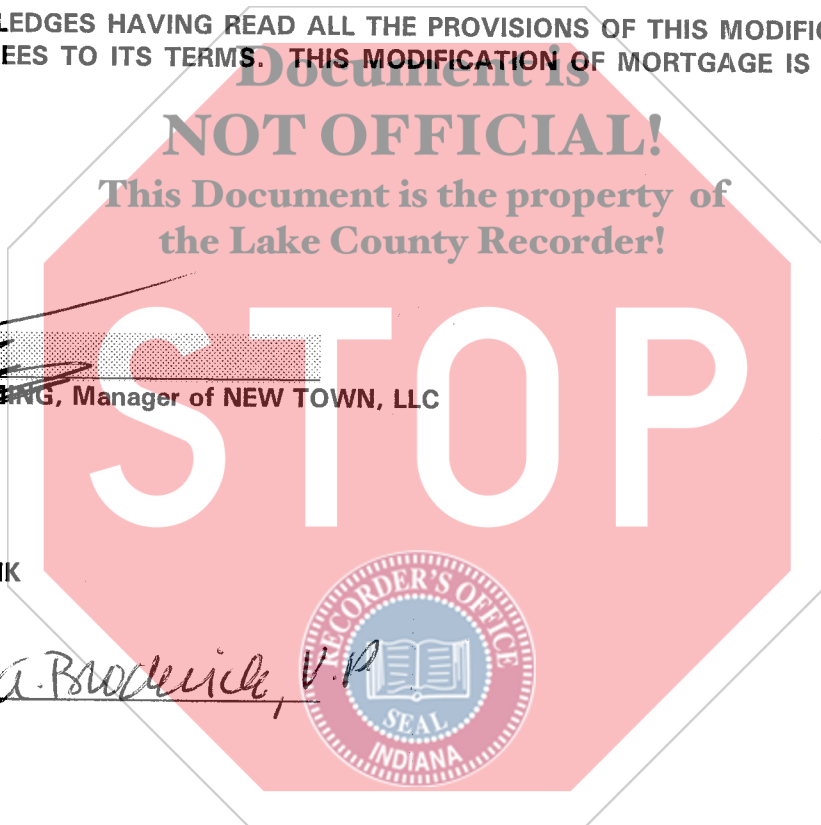
THOMAS J. FLEMING, Manager of NEW TOWN, LLC

LENDER:

FIRST MIDWEST BANK

x _____

Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

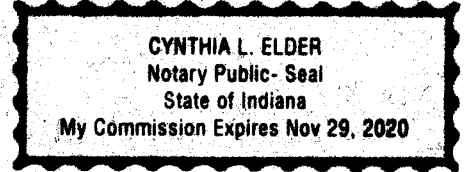
STATE OF Indiana

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COUNTY OF Lake

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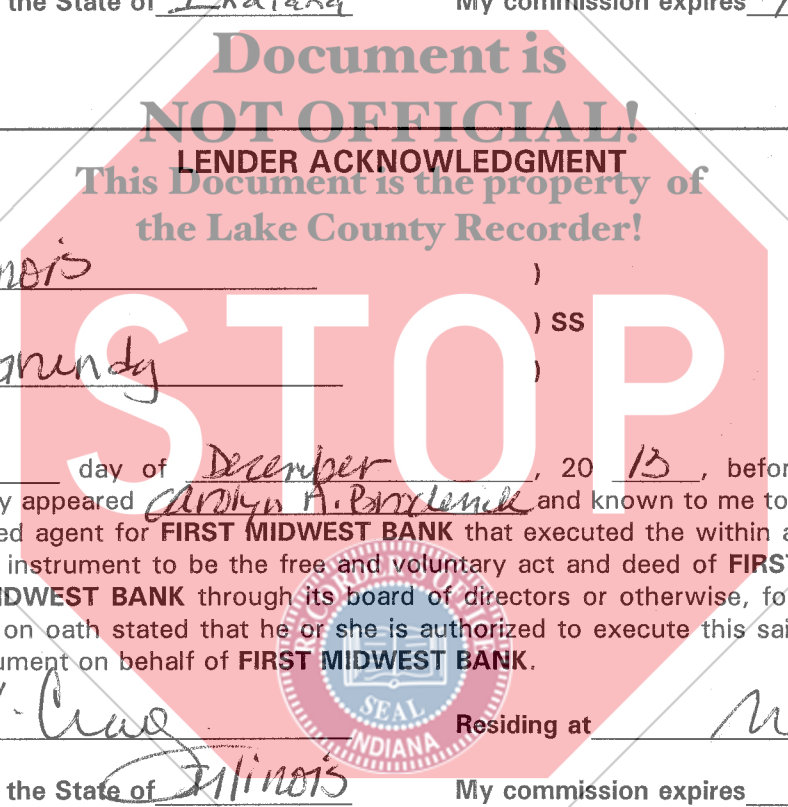
On this 30th day of December, 20 13, before me, the undersigned Notary Public, personally appeared **THOMAS J. FLEMING**, Manager of **NEW TOWN, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification 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 Cynthia L. Elder

Residing at 532 S. East St. Crown Point

Notary Public in and for the State of Indiana

My commission expires Nov. 29, 2020



STATE OF Illinois

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COUNTY OF Grundy

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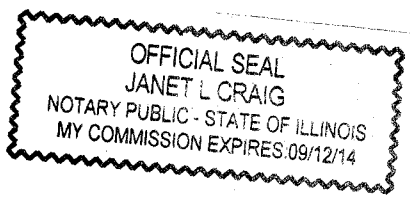
On this 31st day of December, 20 13, before me, the undersigned Notary Public, personally appeared Carolyn A. Borlencik and known to me to be the Vice President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free 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 Janet L. Craig

Residing at MORRIS

Notary Public in and for the State of Illinois

My commission expires 9-12-14



**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 (Carolyn A. Broderick)

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This Modification of Mortgage was prepared by: First Midwest Bank



RECORDING PAGE

