

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 JAN 17 AM 9:49

MICHAEL B. BROWN
RECORDER

2014 003371

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

2003031002-67623 21500 3915

Document is NOT OFFICIAL!
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 13, 2013, is made and executed between CRESTWOOD PROPERTIES, LLC, whose address is 1975 CHRISTENSON LANE, SCHERERVILLE, IN 463755120 (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 10, 2003 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded March 11, 2003 as Document #2003 025514 in Lake County, Indiana.

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

LOT 3, IN CHRISTENSON-KORTENHOVEN ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF IN PLAT BOOK 80, PAGE 57, AND AS AMENDED BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 11, 2002 AS DOCUMENT NO. 2002 14828 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 2440 ONTARIO STREET, SCHERERVILLE, IN 46375. The Real Property tax identification number is 45-11-20-227-020.000-036.

AMOUNT \$ 23
CASH _____ CHARGE _____
CHECK # 100453871
OVERAGE 100453971
COPY _____
NON-COM _____
CLERK JB / RM

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 67623

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

In paragraph 1.01 delete the following in its entirety: "dated the 10th day of March, 2003 in the original principal amount of \$425,000.00, with interest thereon as provided in said term loan, and with any unpaid principal balance of principal and interest being due and payable on or before the 10th day of March, 2008." and insert in lieu thereof the following: "dated the 10th day of March, 2013 in the original principal amount of \$489,185.00 with interest thereon as provided in said term loan, and with any unpaid principal balance of principal and interest being due and payable on or before the 10th day of March, 2018."

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.

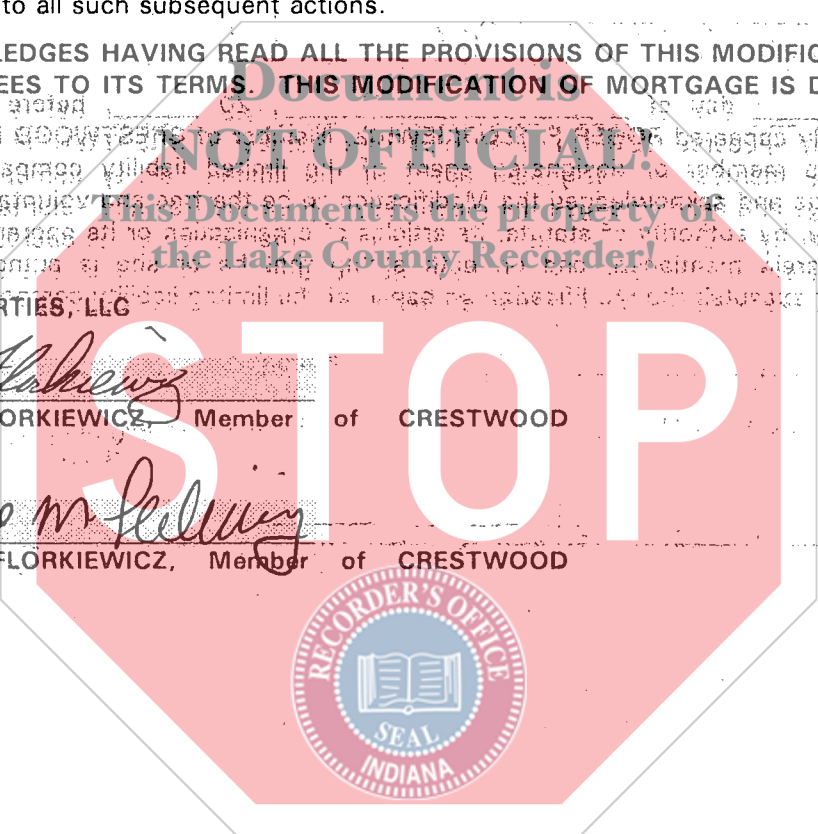
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 13, 2013.

GRANTOR:

CRESTWOOD PROPERTIES, LLC

By: *Roger F. Florkiewicz*
ROGER F. FLORKIEWICZ, Member of CRESTWOOD PROPERTIES, LLC

By: *Kristine M. Florkiewicz*
KRISTINE M. FLORKIEWICZ, Member of CRESTWOOD PROPERTIES, LLC



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 67623

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MODIFICATION OF MORTGAGE AND DEED

LENDER: FIRST MIDWEST BANK

[Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

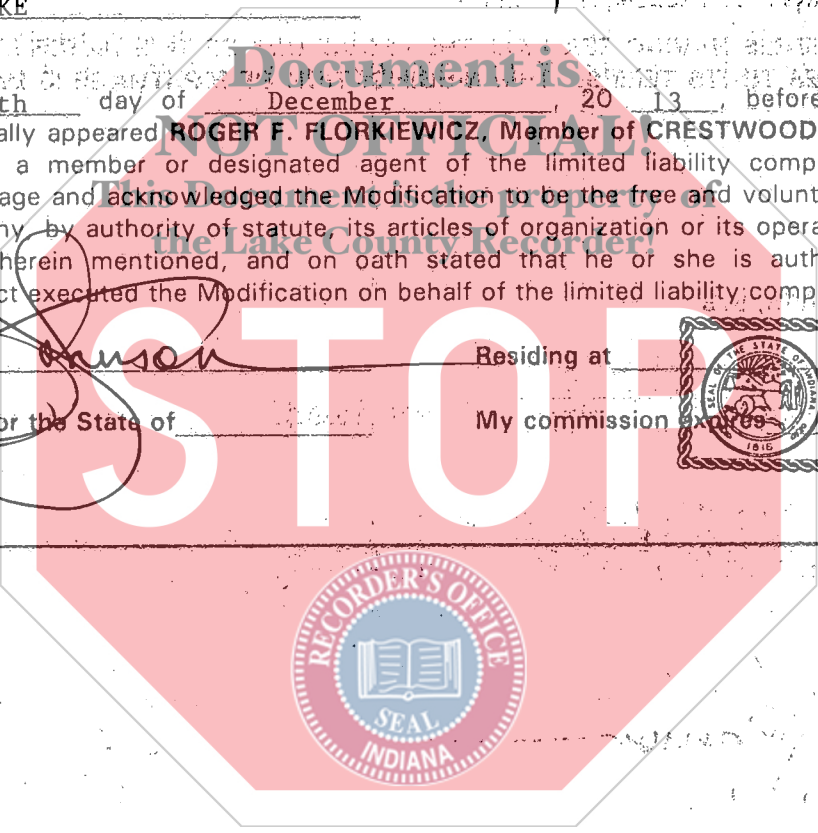
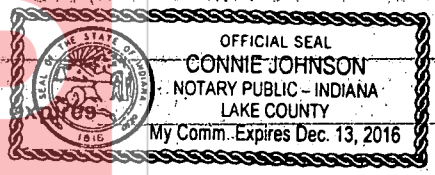
STATE OF INDIANA

COUNTY OF LAKE

On this 19th day of December, 2013, before me, the undersigned Notary Public, personally appeared ROGER F. FLORKIEWICZ, Member of CRESTWOOD PROPERTIES, 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]*
Notary Public in and for the State of

Residing at
My commission



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 67623

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA

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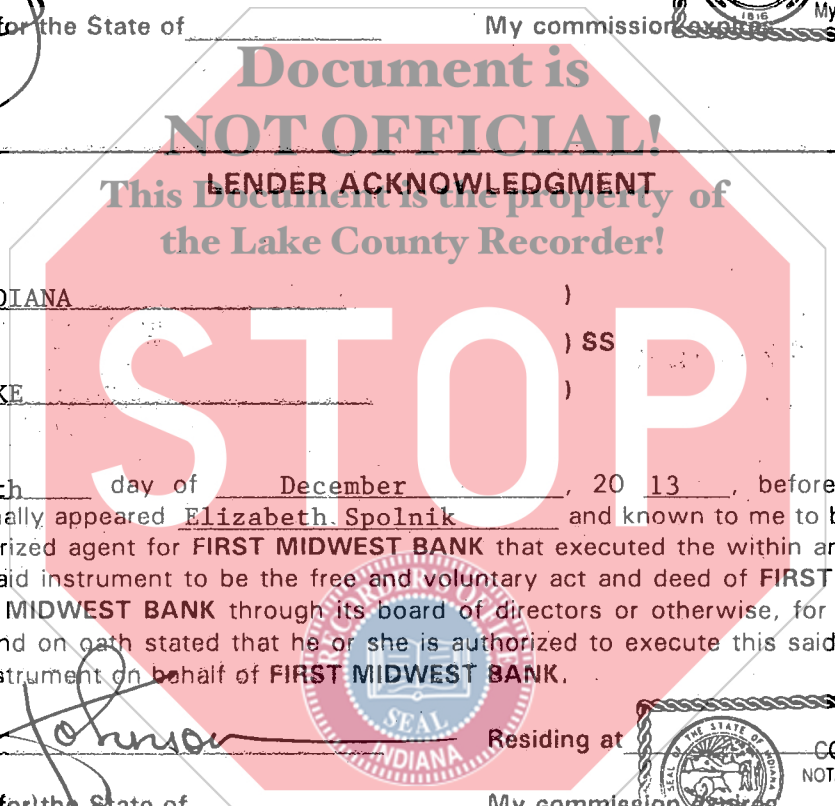
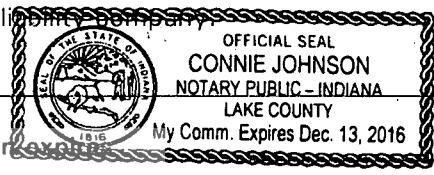
COUNTY OF LAKE

On this 19th day of December, 2013, before me, the undersigned Notary Public, personally appeared KRISTINE M. FLORKIEWICZ, Member of CRESTWOOD PROPERTIES, 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 Connie Johnson
Notary Public in and for the State of

Residing at

My commission expires



STATE OF INDIANA

) SS

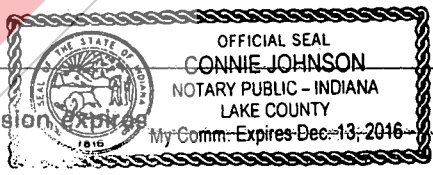
COUNTY OF LAKE

On this 19th day of December, 2013, before me, the undersigned Notary Public, personally appeared Elizabeth Spolnik and known to me to be the Comm. Banking Officer, 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
Notary Public in and for the State of

Residing at

My commission expires



**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 67623

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INVESTMENT/OWNERS/PROPERTY/TERMINAL/OTHER

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 (Elizabeth Spolnik).

This Modification of Mortgage was prepared by: Elizabeth Spolnik, Commercial Banking Officer

