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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 003374

2014 JAN 17 AM 9:49

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

2004/20202-54856

Document is
NOT OFFICIAL!

THIS MODIFICATION OF MORTGAGE dated November 15, 2013, is made and executed between BEANS & CORN, LLC, AN INDIANA LIMITED LIABILITY COMPANY, whose address is 14820 IOWA STREET, CROWN POINT, IN 463079068 (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 December 5, 2006 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded December 11, 2006 as Document #2006 108495 and a Modification of Mortgage dated May 15, 2013 Recorded July 23, 2013 as Document #2013 053485 in Lake County, Indiana.

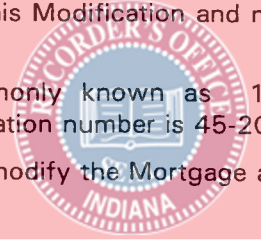
REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in LAKE County, State of Indiana:

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 15110 IOWA STREET, CROWN POINT, IN 46307-9240. The Real Property tax identification number is 45-20-02-100-008,000-012.

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

AMOUNT \$ 24-
CASH _____ CHARGE _____
CHECK # 100453845
OVERAGE 100453982
COPY _____
NON-COM _____
CLERK SM E



**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 54856

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To delete the definition of "Note" therein its entirety and insert in lieu thereof the following: "Note. The word "Note" means the promissory notes dated December 5, 2011 in the original principal amount of \$174,736.16 from Beans & Corn LLC and Lender and dated November 18, 2013, in the original principal amount of \$208,567.80 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The maturity date of this Note is November 15, 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 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 15, 2013.

GRANTOR:

BEANS & CORN, LLC

PERRYWADE HOLDINGS, INC., Member of BEANS & CORN, LLC

By: 
FRED P. DOPPLER, JR., President of PERRYWADE HOLDINGS, INC.



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 54856

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LENDER:

FIRST MIDWEST BANK

x *[Signature]*
Authorized Signer

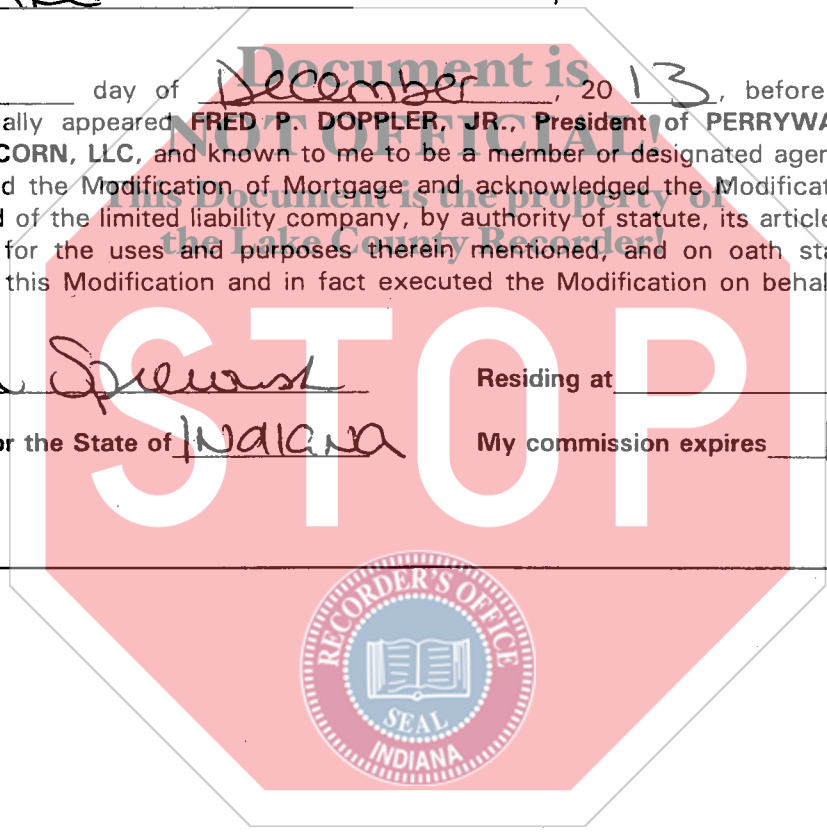
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)



On this 18 day of December, 2013, before me, the undersigned Notary Public, personally appeared FRED P. DOPPLER, JR., President of PERRYWADE HOLDINGS, INC., Member of BEANS & CORN, 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)

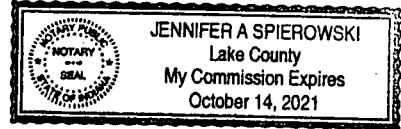
Loan No: 54856

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LENDER ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake



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) SS
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On this 18th day of December, 2013, before me, the undersigned Notary Public, personally appeared DAVID SPAIN and known to me to be the Comm Benc 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**.

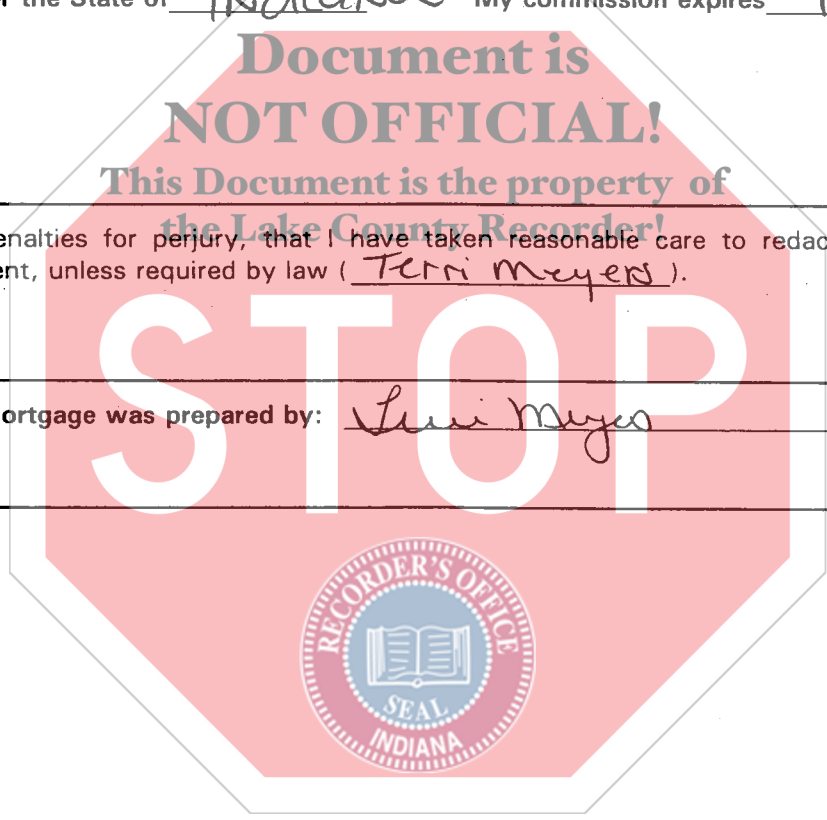
By Jennifer Spierowski Residing at _____
Notary Public in and for the State of Indiana My commission expires 10/14/21

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

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 (TCM Meyers).

This Modification of Mortgage was prepared by: TCM Meyers



12/05/00 15:42 FAX 041000000 FIRST ADDRESS DATA

EXHIBIT "A"

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

All that part of the Southeast 1/4 of the Northwest 1/4 of Section 2, Township 33 North, Range 8 West of the 2nd Principal Meridian, which lies Easterly of the following described line: Beginning on the North line of said half quarter section at a point which is South 89 degrees 55 minutes 30 seconds East 1602.8 feet (along the North line of said Northwest quarter section) and South 00 degrees 04 minutes 30 seconds West 1305.4 feet (at right angles to said North line) from the Northwest corner of Northwest 1/4 of Section 2; thence South 89 degrees 46 minutes East 240.3 feet along the North line of South half of the Northwest 1/4 of said Section 2 to the true point of beginning of the line above referred to; thence South 16 degrees 36 minutes East 470.21 feet; thence South 21 degrees 36 minutes East 401.25 feet; thence South 16 degrees 36 minutes East 425.0 feet; thence South 07 degrees, 45 minutes East 82.2 feet to the North boundary of County Road H-10 and also lying North and East of the following described line: Beginning on the North boundary of County Road H-10 at a point which is South 89 degrees 55 minutes 30 seconds East 2160.0 feet (along the North line of said Southwest quarter section) and South 00 degrees 04 minutes 30 seconds West 2618.9 feet (at right angles to said North line) from the Northwest corner of the Northwest 1/4 of said Section 2; thence North 07 degrees 46 minutes West 82.2 feet to the true point of beginning of the line next hereinabove referred to; thence South 50 degrees 49 minutes East 35.1 feet; thence South 89 degrees 37 minutes, East 200.0 feet; thence South 78 degrees 22 minutes East 307.3 feet to the West boundary of County Road West; thence South 00 degrees 42 minutes East 5.0 feet along said West boundary to the North boundary of County Road H-10, in Lake County, Indiana.

PIN# 04-05-0041-0003

ADDRESS: 15110 IOWA STREET, CROWN POINT, INDIANA 46307

