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2014 003375

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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

2007120202-54856

MODIFICATION OF MORTGAGE

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 13, 2011 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded January 20, 2012 as Document #2012 005959 and a Modification of Mortgage dated May 15, 2013 Recorded July 23, 2013 as Document #2013 053486 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 14800 IOWA STREET, CROWN POINT, IN 46307-9068. The Real Property tax identification number is 45-16-35-300-005.000-012.

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

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

2nd

**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 13, 2011 in the original principal amount of \$48,000.00 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." and to delete the paragraph titled "Maximum Lien." in its entirety and replace with "Maximum Lien. The lien of this Mortgage shall not exceed at any one time \$ 625703.40".

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.

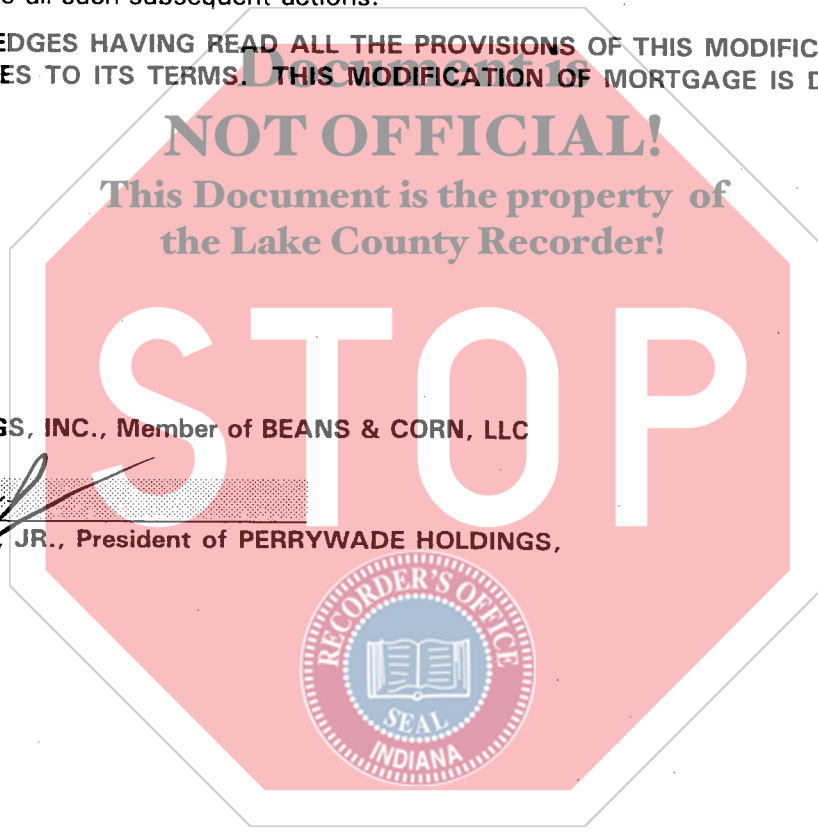
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 15, 2013.

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

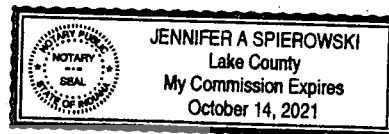
X [Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana

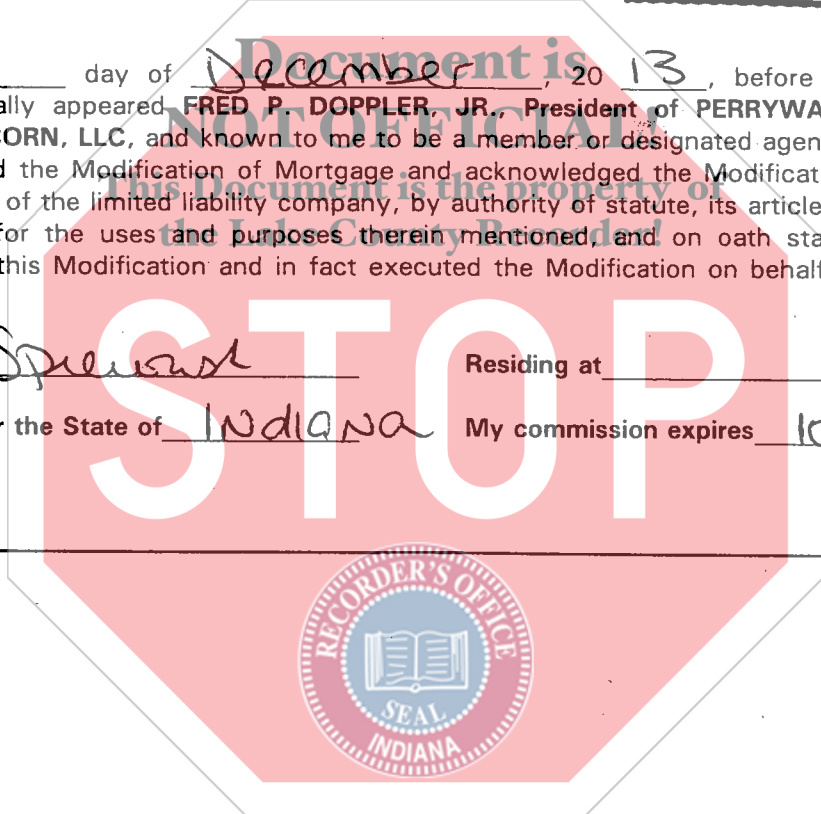
COUNTY OF Lake

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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)

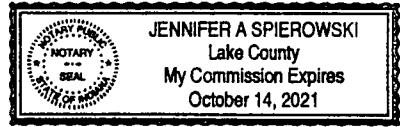
Loan No: 54856

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LENDER ACKNOWLEDGMENT

STATE OF Indiana

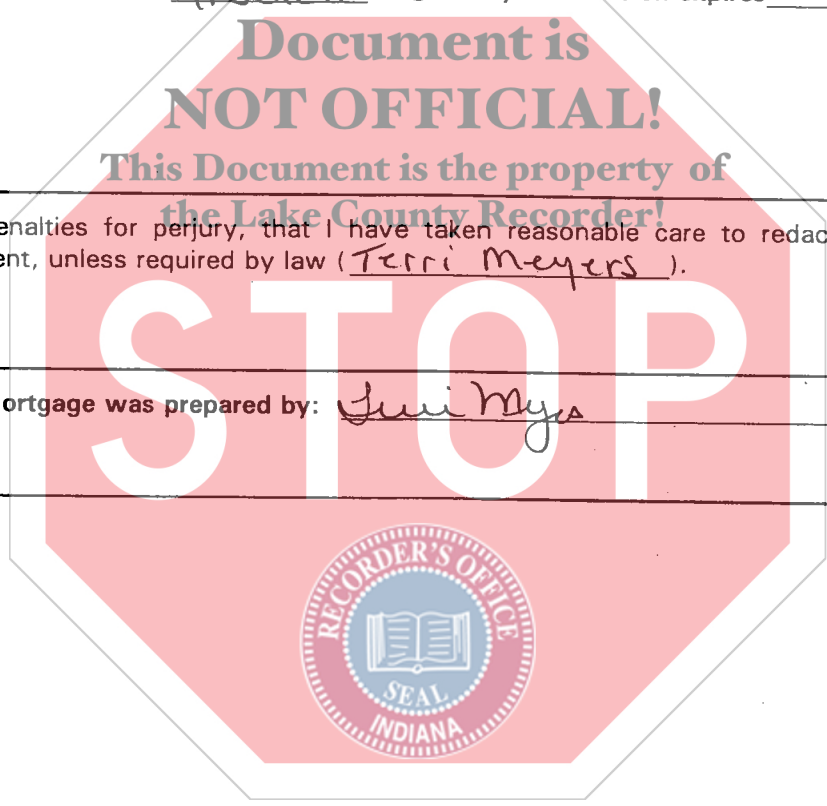
COUNTY OF Lake



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On this 18 day of December, 20 13, before me, the undersigned Notary Public, personally appeared David Spain and known to me to be the Comm 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 (Terri Meyers).

This Modification of Mortgage was prepared by: Juni Myers

EXHIBIT A

That part of the SW1/4 of Section 35 lying East of the Easterly right-of-way line of Interstate Highway #65, Township 34 North, Range 8 West of the 2nd P.M. in Lake County, Indiana, excepting therefrom the following: The North 660.00 feet of said SW 1/4, as measured along the East line thereof, the South 680.42 feet of said SW 1/4, as measured along the East line thereof, and the following described parcel: Part of the SW 1/4 of Section 35, Township 34 North, Range 8 West of the 2nd P.M. in Lake County, Indiana, described as follows: Commencing at the Southeast corner of said SW 1/4; thence North 00 degrees 25 minutes 00 seconds East, along the East line of said SW 1/4, 1292.01 feet; thence South 85 degrees 44 minutes 39 seconds West, 393.11 feet; thence South 64 degrees 44 minutes 26 seconds West, 42.10 feet; thence South 00 degrees 18 minutes 49 seconds East, 354.76 feet; thence South 88 degrees 12 minutes 38 seconds West, 184.95 feet; thence North 02 degrees 02 minutes 25 seconds East, 99.33 feet; thence North 88 degrees 51 minutes 13 seconds West, 121.19 feet; thence North 01 degrees 07 minutes 37 seconds West, 300.76 feet; thence North 87 degrees 49 minutes 03 seconds East, 737.26 feet to the East line of said SW 1/4; thence South 00 degrees 25 minutes 00 seconds West, along said East line, 22.81 feet to the point of beginning.

