

2014 003376

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

2004120202 - 54856

Document is  
NOT OFFICIAL!  
MODIFICATION OF MORTGAGE

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 January 5, 2007 as Document #2007 001102, Modifications of Mortgage dated September 26, 2012 Recorded October 30, 2012 as Document #2012 075973 and dated December 31, 2012 Recorded January 14, 2013 as Document #2013 002770 in Lake County, Indiana.

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

THE NORTH HALF OF THE NORTHWEST QUARTER, LYING EAST OF INTERSTATE HIGHWAY NO. 65, OF SECTION 2, TOWNSHIP 33 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPT THE SOUTH 390.0 FEET OF THE EAST 350.0 FEET THEREOF

The Real Property or its address is commonly known as 14820 IOWA STREET, CROWN POINT, IN

AMOUNT \$ 23-  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 100453845  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK 88 / km E

3-ref

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 54856

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46307-9068. The Real Property tax identification number is 45-20-02-100-002.000-012 AND 45-16-35-300-007.000-012.

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

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 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 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)

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LENDER:

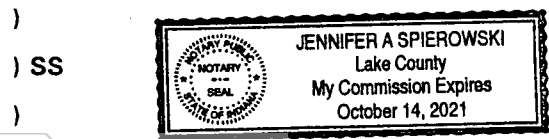
FIRST MIDWEST BANK

X *[Signature]*  
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

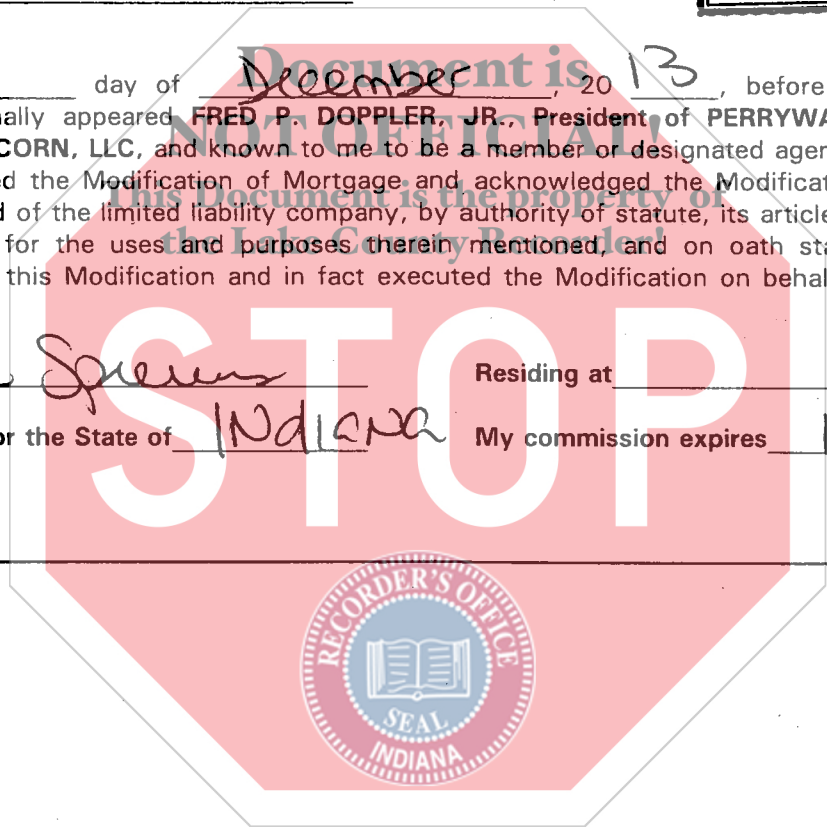
STATE OF Indiana

COUNTY OF Lake



On this 18th 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)

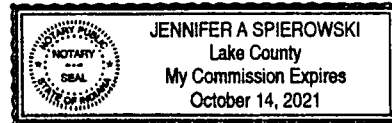
Loan No: 54856

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LENDER ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake



On this 18 day of December, 2013, before me, the undersigned Notary Public, personally appeared David Spain and known to me to be the Comm Benic Manager, 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 (Tedri Meyers).

This Modification of Mortgage was prepared by: Jenni Meyers

