

5

2014 015033

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 MAR 14 AM 8:38

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

215024813

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 21, 2014, is made and executed between JDM 101 OAKLEY LLC, whose address is 801 EAST MAIN STREET, GRIFFITH, IN 463192883 (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 February 8, 2013 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded February 27, 2013 as Document #2013 015089 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 101 WEST OAKLEY AVENUE, LOWELL, IN 463562206. The Real Property tax identification number is 45-19-26-131-006-000-008.

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

AMOUNT \$ 23⁰⁰
 CASH _____ CHARGE _____
 CHECK # 100454350
 OVERAGE 100 465851
 COPY _____
 NON-COM _____
 CLERK RM

my

E

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 67097

Page 2

To delete from the definition of "Note" the following: "The maturity date of the Note is February 8, 2014" and insert in lieu thereof the following: "The maturity date of the Note is May 8, 2014."

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 JANUARY 21, 2014.

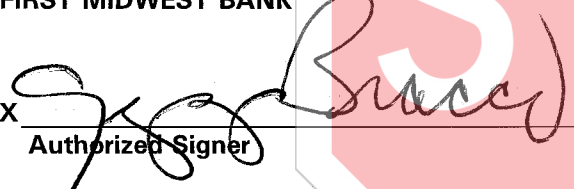
GRANTOR:

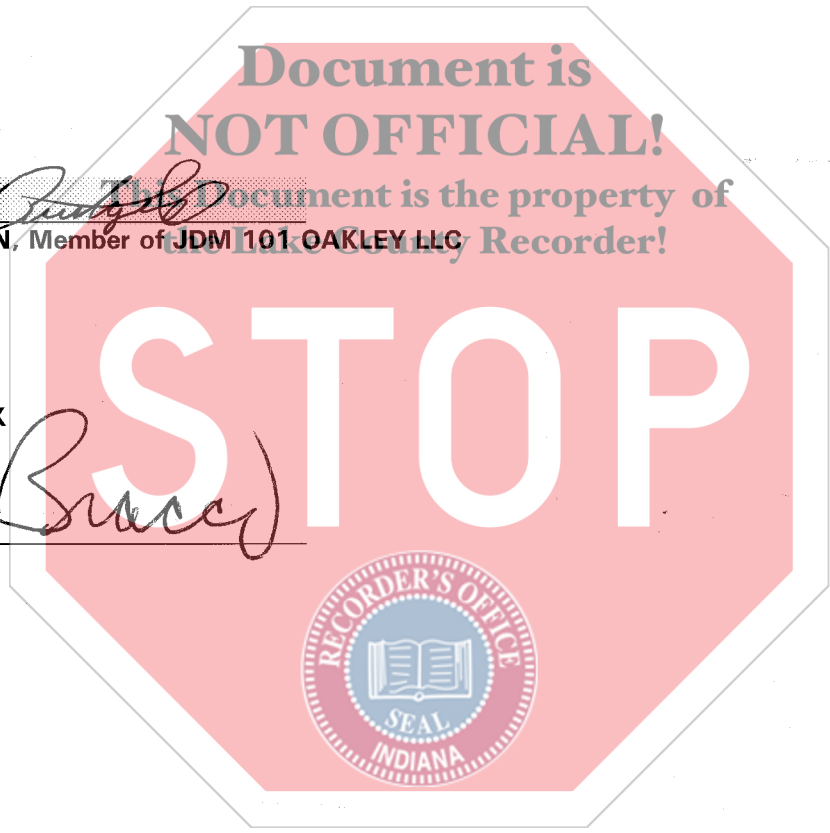
JDM 101 OAKLEY LLC

By:  **JEFFREY AUSTGEN**, Member of JDM 101 OAKLEY LLC

LENDER:

FIRST MIDWEST BANK

X 
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 67097

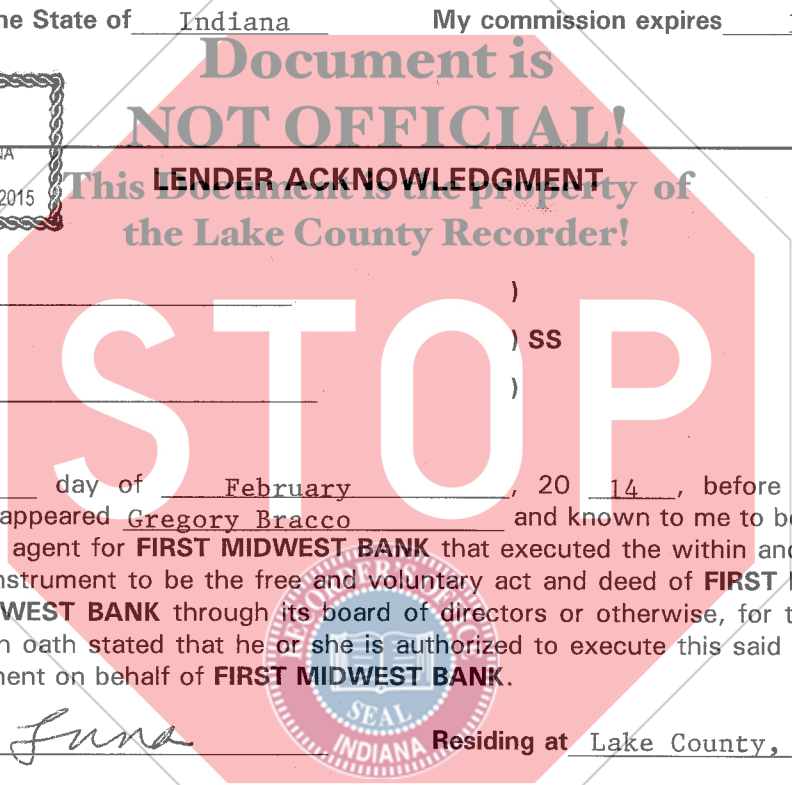
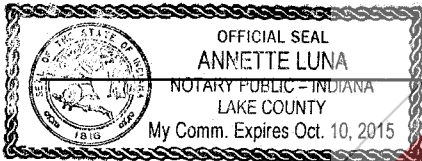
Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 13th day of February, 20 14, before me, the undersigned Notary Public, personally appeared **JEFFREY AUSTGEN, Member of JDM 101 OAKLEY 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.

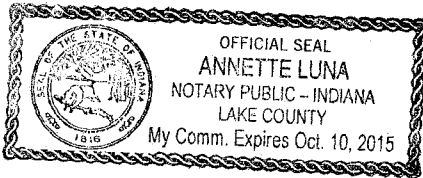
By Annette Luna Residing at Lake County, Indiana
Notary Public in and for the State of Indiana My commission expires 10/10/15



STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 13th day of February, 20 14, before me, the undersigned Notary Public, personally appeared Gregory Bracco and known to me to be the Senior 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 Annette Luna Residing at Lake County, Indiana
Notary Public in and for the State of Indiana My commission expires 10/10/15



**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 67097

Page 4

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 (S. Praver).

This Modification of Mortgage was prepared by: FIRST MIDWEST BANK



EXHIBIT "A"

PARCEL 1: Part of the Northeast Quarter of the Northwest Quarter of Section 26, Township 33 North, Range 9 West of the Second Principal Meridian, in the Town of Lowell, in Lake County, Indiana, described as: Commencing at the point of intersection of the South line of Oakley Avenue, in the Town of Lowell, with the Westerly line of the right-of-way line of the Chicago, Indianapolis and Louisville Railroad; and running thence South along said Westerly right-of-way line to its intersection with the South line of the Northeast Quarter of the Northwest Quarter of said Section; thence West along said South line 671.6 feet of the East line of property deeded to the Oakland Park Association; thence North along the East line of said Oakland Park Association Tract 842.2 feet to the South line of said Oakley Avenue, thence East on the South line of said Oakley Avenue, 310 feet to the point of beginning,

EXCEPT that part of said premises described as: Beginning at the intersection of the Westerly line of right-of-way of the Chicago, Indianapolis and Louisville Railroad with the Southerly line of Oakley Avenue, thence Westerly on the Southerly line of Oakley Avenue 120 feet; thence Southeasterly on a line parallel to the Westerly line of the right-of-way, 68.68 feet to the Northwest corner of the tract of land conveyed by Standard Oil Company (Indiana), to Manufacturers Specialty Company, by Warranty Deed dated May 22, 1944 and recorded June 13, 1944, in Deed Record 700 page 162; thence Easterly along the Northerly line of said tract to a point on said Westerly right-of-way line, 65 feet Southeasterly of the point of beginning; thence Northwesterly along said Westerly right-of-way line 65 feet to the point of beginning,

ALSO EXCEPT that part of said premises described as: Commencing at the intersection of the West line of the Chicago, Indianapolis and Louisville Railroad right-of-way and the South line of Oakley Avenue; thence Southerly along the Westerly line of the Chicago, Indianapolis and Louisville Railroad right-of-way 100 feet for the point of beginning, thence Southwesterly at right angles with railroad right-of-way 105 feet; thence Northerly parallel with the West line of railroad right-of-way 80 feet to a point; thence Easterly approximately 114 feet to the Westerly line of railroad right-of-way at a point 35 feet Northerly from the point of beginning; thence Southerly along the Westerly line of the railroad right-of-way 35 feet to the point of beginning.

PARCEL 2: Part of the Northeast Quarter of the Northwest Quarter of Section 26, Township 33 North, Range 9 West of the Second Principal Meridian, in the Town of Lowell, in Lake County, Indiana, described as: Commencing at the intersection of the West line of the Chicago, Indianapolis and Louisville Railroad right-of-way and the South line of Oakley Avenue; thence Southerly along the Westerly line of the Chicago, Indianapolis and Louisville Railroad right-of-way 100 feet for the point of beginning, thence Southwesterly at right angles with railroad right-of-way 105 feet; thence Northerly parallel with the West line of railroad right-of-way 80 feet to a point, thence Easterly approximately 114 feet to the Westerly line of railroad right-of-way at a point 35 feet Northerly from the point of beginning, thence Southerly along the Westerly line of the railroad right-of-way 35 feet to the point of beginning

PARCEL 3: Part of the South Half of the North Half of Section 26, Township 33 North, Range 9 West of the Second Principal Meridian, in the Town of Lowell, in Lake County, Indiana, described as follows:
Commencing at the intersection of the North line of said South Half of the North Half and the Westerly right-of-way line of the Chicago, Indianapolis and Louisville Railroad; thence South 24 degrees 54 minutes East, along said Westerly right-of-way, 640.02 feet; thence North 57 degrees 33 minutes 29 seconds West, 336.76 feet; thence South 89 degrees 47 minutes 03 seconds West, parallel to the North line of said South Half of the North Half of Section 26, Township 33 North, Range 9 West of the Second Principal Meridian, 130.17 feet, thence North 24 degrees 54 minutes West, parallel to said Westerly right-of-way line of the Chicago, Indianapolis and Louisville Railroad, 440.02 feet to the North line of said South Half of the North Half of Section 26, Township 33 North, Range 9 West of the Second Principal Meridian, thence North 89 degrees 47 minutes 03 seconds East, 330.17 feet to the place of beginning