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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 015398

2014 MAR 17 AM 8:41

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
PLAINFIELD
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



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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 24, 2014, is made and executed between MEADOWLAND, L.L.C., whose address is 23118 SANDPIPER COVE, PLAINFIELD, IL 605859857 (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").

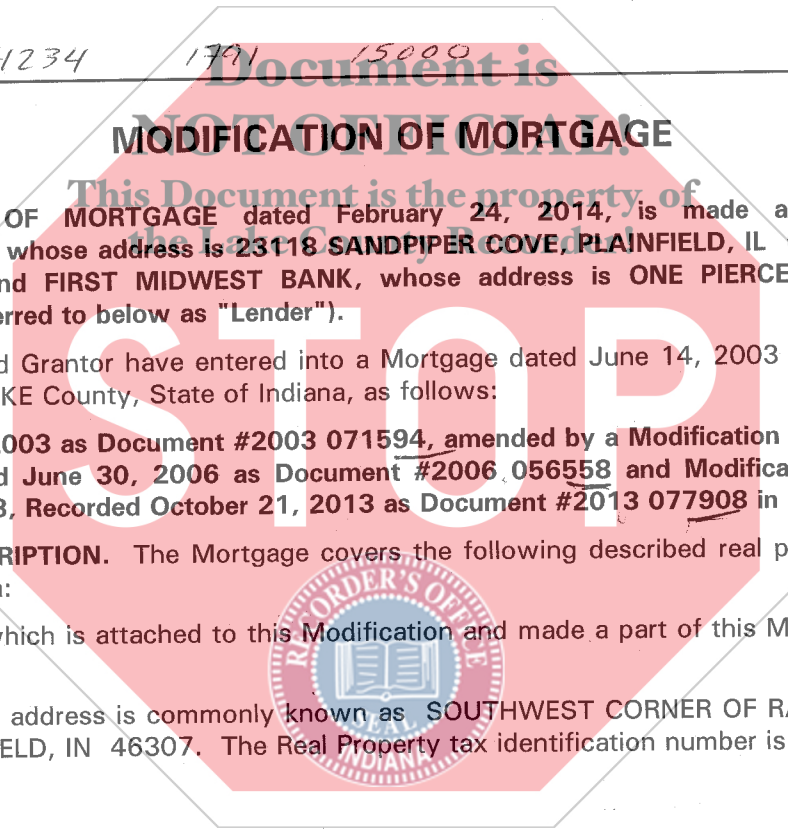
MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 14, 2003 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded July 10, 2003 as Document #2003 071594, amended by a Modification of Mortgage dated June 14, 2006, Recorded June 30, 2006 as Document #2006 056558 and Modification of Mortgage dated September 25, 2013, Recorded October 21, 2013 as Document #2013 077908 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 SOUTHWEST CORNER OF RANDOLPH STREET AND 109TH AVENUE, WINFIELD, IN 46307. The Real Property tax identification number is 011-44-54-0081-01



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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 34234

Page 2

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

To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following: "Note. The word "Note" means the promissory note or credit agreement dated June 14, 2012 in the original principal amount of \$1,000,000.00 from Borrower to Lender, amended by Change in Terms Agreements dated June 10, 2013, September 25, 2013 and February 24, 2014, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. Notice. Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. Notice to Grantor: The Note contains a variable interest rate. The maturity date of the Note is April 5, 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 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.

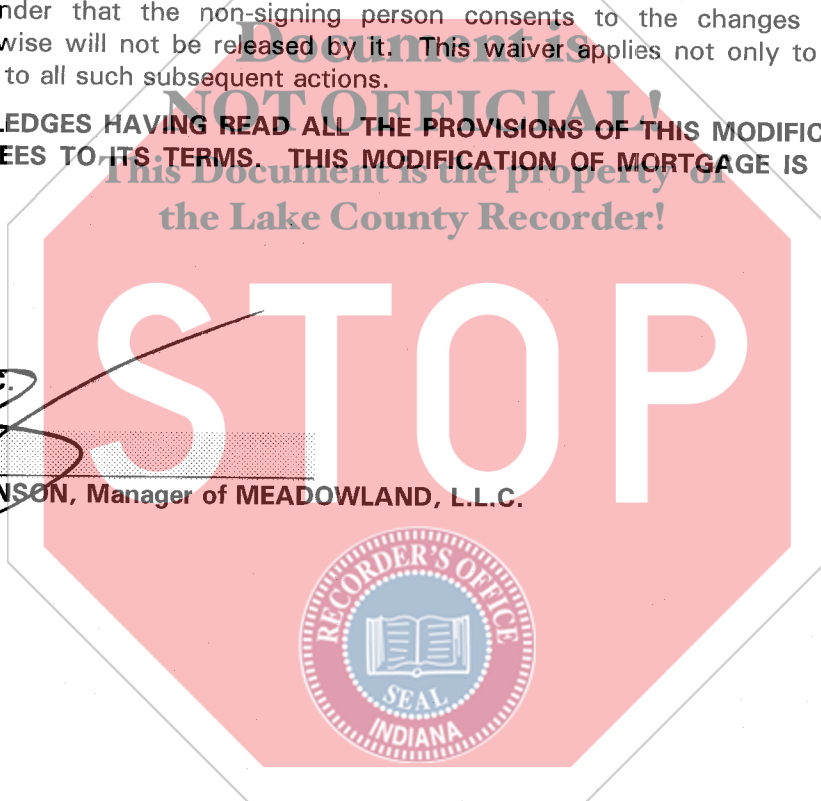
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 24, 2014.

GRANTOR:

MEADOWLAND, L.L.C.

By: _____

THEODORE P. BENSON, Manager of MEADOWLAND, L.L.C.



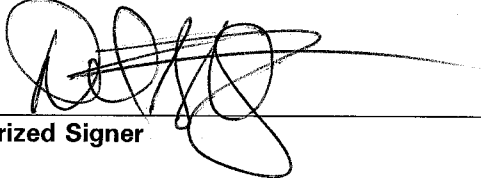
MODIFICATION OF MORTGAGE
(Continued)

Loan No: 34234

Page 3

LENDER:

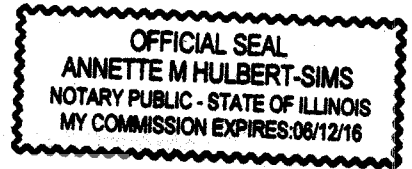
FIRST MIDWEST BANK

X 
Authorized Signer


LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Illinois

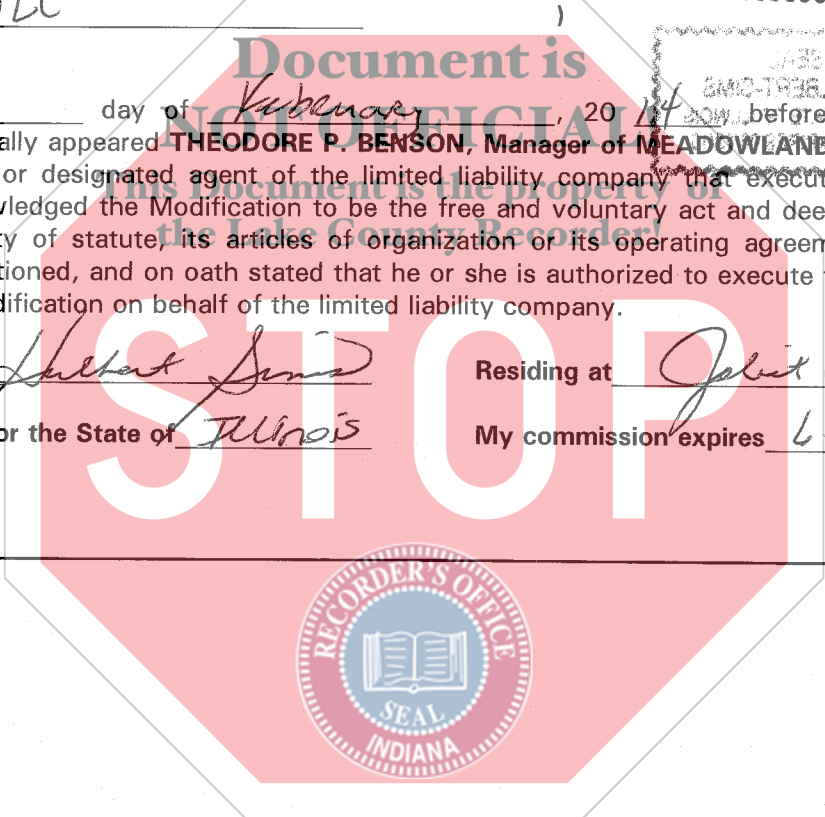
COUNTY OF Will



On this 24th day of February, 2014, before me, the undersigned Notary Public, personally appeared **THEODORE P. BENSON**, Manager of **MEADOWLAND, 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 
Notary Public in and for the State of Illinois

Residing at Joliet Ill
My commission expires 6-12-16



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 34234

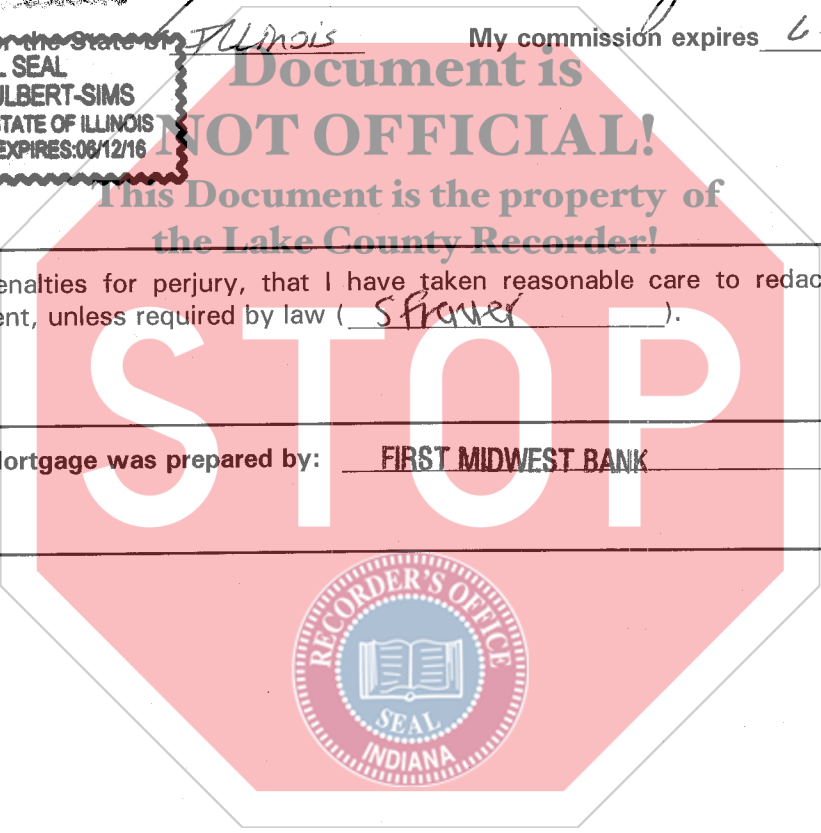
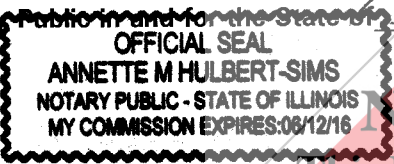
Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Will)

On this 24th day of February, 20 14, before me, the undersigned Notary Public, personally appeared Don Stanley and known to me to be the Commercial 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 Annette M Hulbert Sims Residing at Joliet Ill
Notary Public in and for the State of Illinois My commission expires 6-12-16



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 (Sfrayer).

This Modification of Mortgage was prepared by: FIRST MIDWEST BANK

EXHIBIT "A"

Lot 1 in Alexander's Subdivision, in the Town of Winfield, as per plat thereof, recorded in Plat Book 85, page 35 in the office of the Recorder of Lake County, Indiana, formerly described as follows: That part of the Northeast 1/4 of the Northeast 1/4 of Section 8, Township 34 North, Range 7 West of the 2nd Principal Meridian in Lake County, Indiana, described as: Commencing at the Northeast corner of said Section 8, thence South 89 degrees 49 minutes 43 seconds West, a distance of 20.05 feet along the North line of said 1/4-1/4; thence South 00 degrees 10 minutes 17 seconds East, a distance of 20.00 feet to the intersection of the South right-of-way of 109th Street and West right-of-way of Randolph Street and the point of beginning; thence South 00 degrees 01 minutes 36 seconds East along said West right-of-way of Randolph Street, a distance of 365.00 feet; thence South 89 degrees 49 minutes 43 seconds West, a distance of 290.33 feet; thence North 00 degrees 01 minutes 36 seconds West, a distance of 365.00 feet to an intersection with said South right-of-way of 109th Street; thence North 89 degrees 49 minutes 43 seconds East along said South right-of-way, a distance of 290.33 feet to the point of beginning.

Together with an easement for utilities as set forth in Grant of Drainage and Utility Easement dated September 14, 1998 and recorded September 23, 1998 as Document No. 98075318, over and across the following described tract: That part of the Southeast 1/4 of Section 5, Township 34 North, Range 7 West of the 2nd Principal Meridian, in Lake County, Indiana, described as: commencing at the Southeast corner of the Southeast 1/4 of said Section 5, Township 34 North, Range 7 West of the 2nd Principal Meridian; thence North 90 degrees 00 minutes 00 seconds West (basis of bearing assumed), along the South line of said Southeast 1/4 of Section 5, Township 34 North, Range 7 West, said line also being the centerline of 109th Street, a distance of 300.00 feet; thence North 00 degrees 27 minutes 02 seconds East, a distance of 50.00 feet, to the North right-of-way of said 109th Street and the point of beginning, said point also being the Southwest corner of The Welsh, Inc. Parcel, described in Document Nos. 95041864 and 95041867, recorded July 25, 1995, in the Office of the Recorder of Lake County, Indiana; thence North 90 degrees 00 minutes 00 seconds West along said North right-of-way, a distance of 30.00 feet; thence North 00 degrees 27 minutes 02 seconds East, parallel to the West line of said Welsh, Inc. Parcel, a distance of 580.02 feet to the South right-of-way of 108th Street; thence North 90 degrees 00 minutes 00 seconds East along said South right-of-way of 108th Street, a distance of 40.00 feet; thence South 00 degrees 27 minutes 02 seconds West, a distance of 300.02 feet to the North line of said Welsh, Inc. Parcel; thence North 90 degrees 00 minutes 00 seconds West along said North line, a distance of 10.00 feet; thence South 00 degrees 27 minutes 02 seconds West along the West line of said Welsh, Inc. Parcel a distance of 280.00 feet to the point of beginning, all in Country Commons Planned Business Center, Parcel "B", recorded as Document No. 96055244, as per plat thereof, recorded in Plat Book 81, page 25.
PROPERTY COMMONLY KNOWN AS: SOUTHWEST CORNER OF RANDOLPH STREET AND 109TH AVENUE, WINFIELD, INDIANA

P.I.N. #44-54-0081-0001