

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 MAY 13 AM 10:36

MICHAEL B. BROWN
RECORDER

7
2014 026844

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

CHICAGO TITLE INSURANCE COMPANY

Document is
NOT OFFICIAL! CTICOM 1357020

THIS MODIFICATION OF MORTGAGE dated April 3, 2014, is made and executed between HAN REAL ESTATE HOLDINGS, LLC, AN INDIANA LIMITED LIABILITY COMPANY, whose address is 10421 CALUMET AVENUE, MUNSTER, IN 463214059 (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").

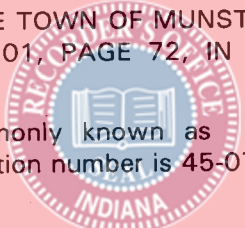
MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 13, 2008 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded July 7, 2008 as Document #2008 048301 and a Modification of Mortgage dated September 18, 2013 Recorded November 5, 2013 as Document #2013 081661 in Lake County, Indiana.

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

LOT 1 IN RNR #1, AN ADDITION TO THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 101, PAGE 72, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 10421 CALUMET AVENUE, MUNSTER, IN 463214059. The Real Property tax identification number is 45-07-31-351-027.000-027.



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28th
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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 57310

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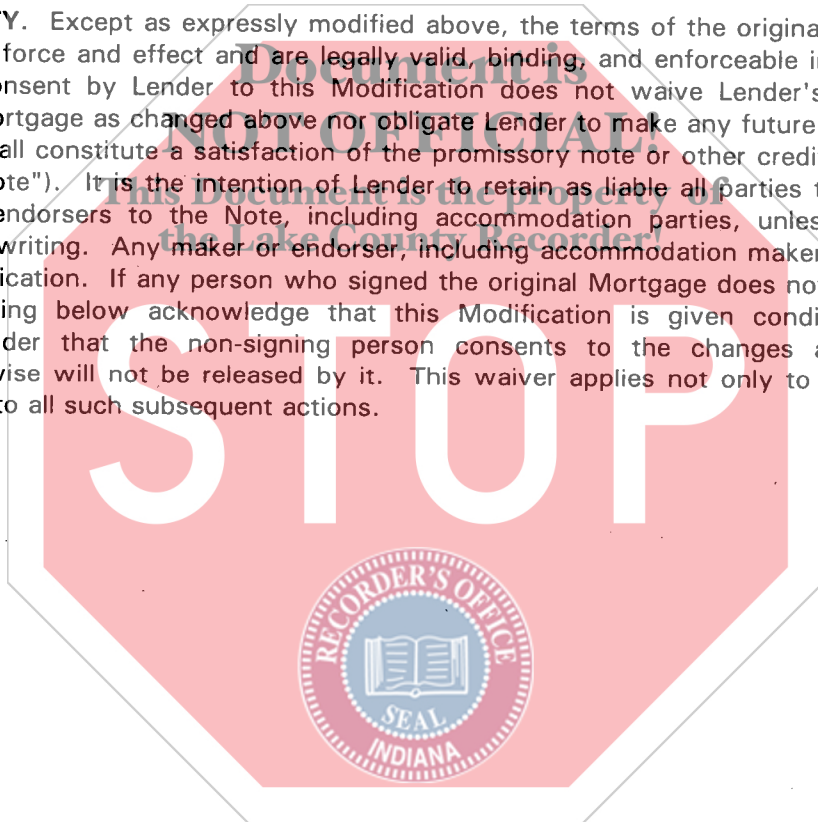
MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

(i) To delete "\$7,682,624.79" from the paragraph entitled "Maximum Lien" and insert in lieu thereof the following: "\$8,672,700.81."

(ii) To delete the definition of "Note" therein its entirety and replace it with the following: "The word "Note" means the promissory notes or credit agreements dated September 18, 2013 in the original principal amount of \$1,835,874.93 and amended by a Change in Terms Agreement dated April 3, 2014 and dated April 3, 2014 in the original principal amount of \$555,000.00 from Borrower to Lender and the promissory notes or credit agreements dated September 25, 2013 in the original principal amounts of \$150,000.00 and \$575,000.00 from Munster Animal Hospital, LLC to Lender, together with all renewals of, extensions of, modifications of refinancings of, consolidations of and substitutions for the promissory notes or agreements. The maturity date of this Note is September 18, 2020. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**"

(iii) To add the following paragraph: "Revolving Line of Credit. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents".

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.



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 57310

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LENDER ACKNOWLEDGMENT

STATE OF _____)

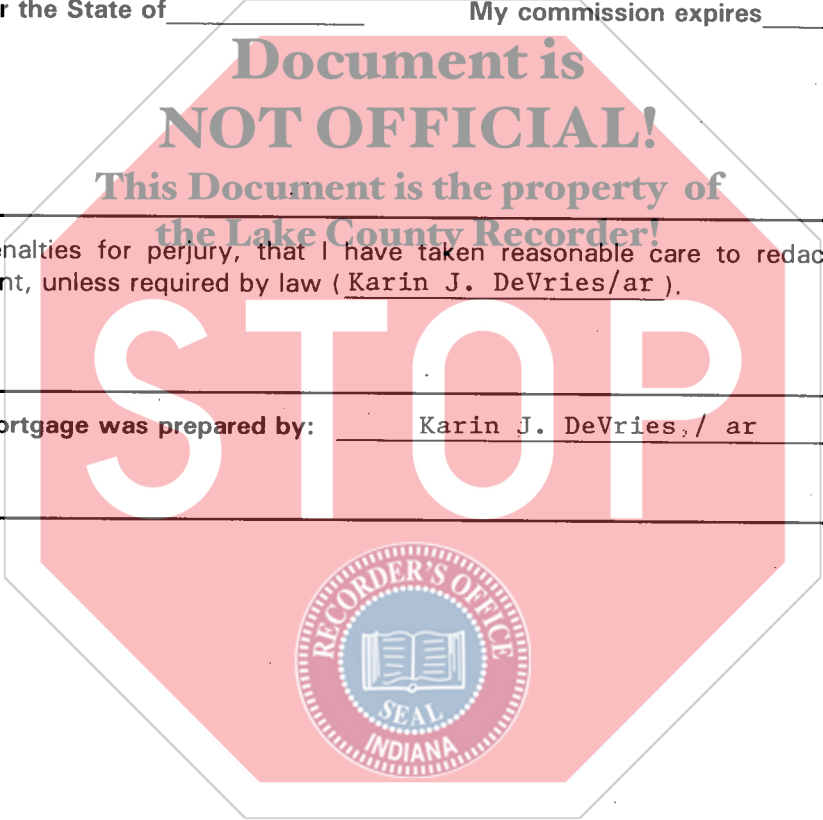
) SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____, and known to me to be the _____, 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 _____ Residing at _____

Notary Public in and for the State of _____ My commission expires _____



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 (Karin J. DeVries/ar).

This Modification of Mortgage was prepared by: Karin J. DeVries, / ar

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 57310

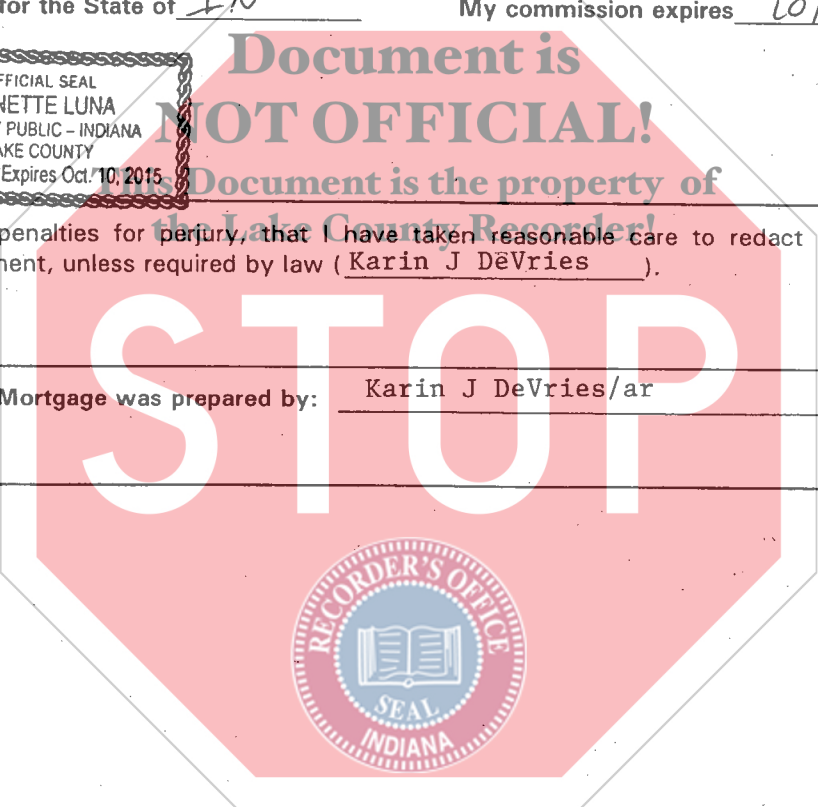
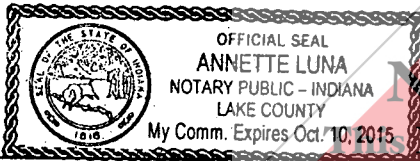
Page 4

LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 3rd day of April, 20 14, before me, the undersigned Notary Public, personally appeared Karin J DeVries and known to me to be the 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**.

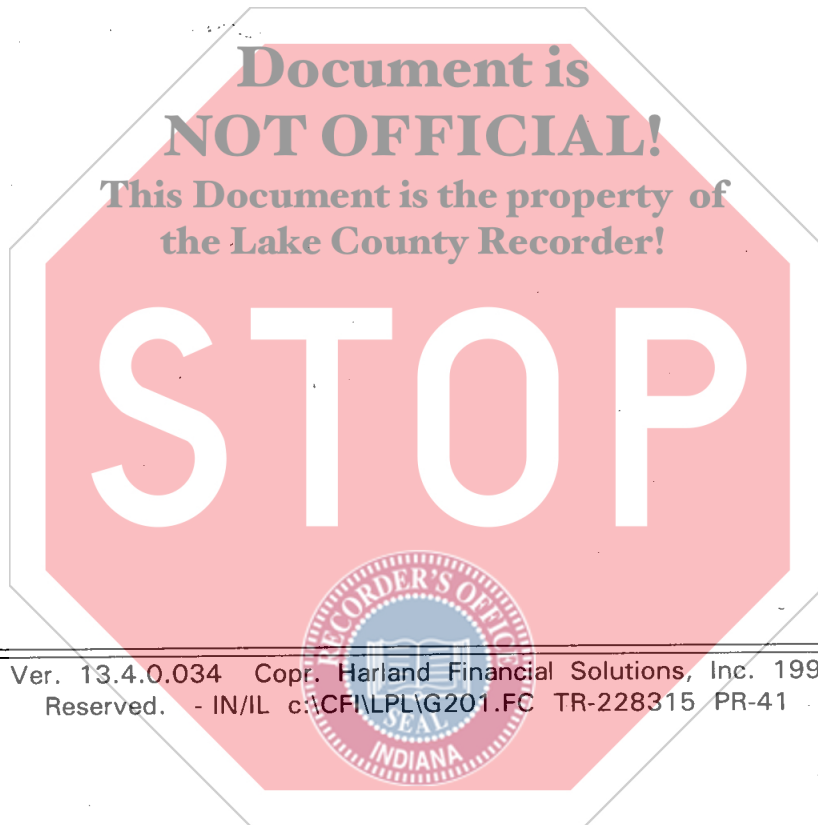
By Annette Luna Residing at LAKE CITY, IN
Notary Public in and for the State of IN My commission expires 10/10/15



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 (Karin J DeVries).

This Modification of Mortgage was prepared by: Karin J DeVries/ar

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