

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 029919

2014 MAY 23 AM 10:16

MICHAEL B. BROWN
RECORDER

WHEN RECORDED MAIL TO:

Inland Bank and Trust
2805 Butterfield Road, Suite 200
Oak Brook, IL 60523

620090344 (CT-Comm/PP)

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 21, 2014, is made and executed between Standard Bank and Trust Company as Trustee under Trust Agreement dated February 17, 2006 and known as Trust Number 19323, whose address is 7800 West 95th Street, Hickory Hills, IL 60457 (referred to below as "Grantor") and Inland Bank and Trust, whose address is 2805 Butterfield Road, Suite 200, Oak Brook, IL 60523 (street or rural route address: 2805 Butterfield Road, Suite 200, Oak Brook, IL 60523) (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 10, 2009 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on March 25, 2009 as Document #2009018696 in the Lake County Recorder's Office and as last modified by Mortgage Modification dated March 1, 2010 and recorded on April 16, 2010 as Document# 2010021989.

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

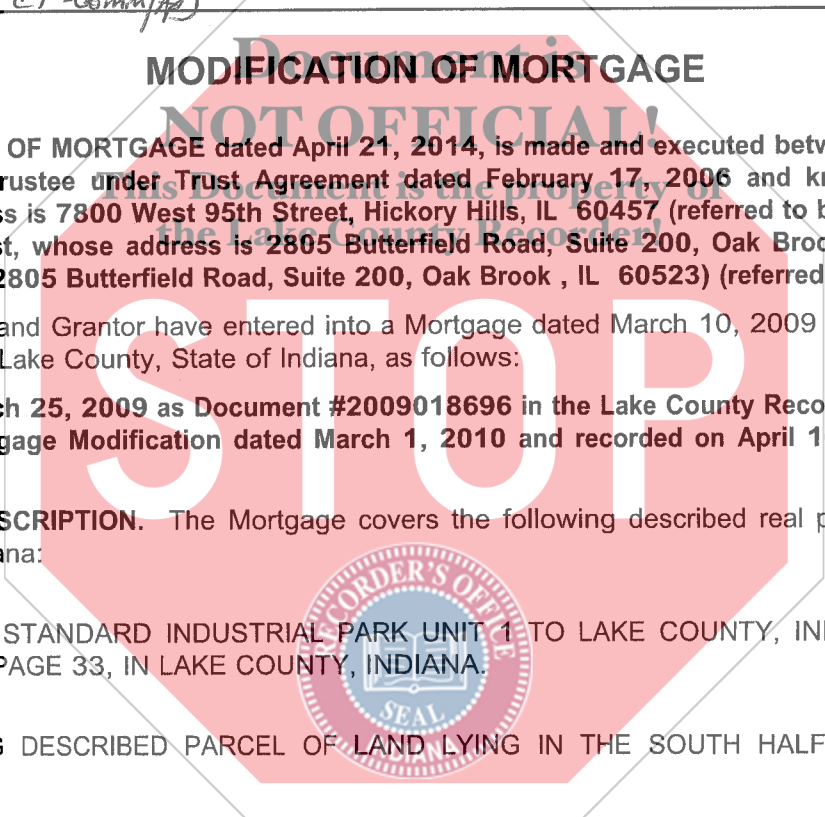
PARCEL 1:

LOTS 2 AND 3, STANDARD INDUSTRIAL PARK UNIT 1 TO LAKE COUNTY, INDIANA, AS SHOWN IN PLAT BOOK 39, PAGE 33, IN LAKE COUNTY, INDIANA.

PARCEL 2:

THE FOLLOWING DESCRIBED PARCEL OF LAND LYING IN THE SOUTH HALF OF THE SOUTHEAST

Chicago Title Insurance Company
(Ink 24)



2 PGE
28:00
CT
PP

**MODIFICATION OF MORTGAGE
(Continued)**

QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 532.06 FEET SOUTH 0 DEGREES 42 MINUTES 07 SECONDS EAST OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 89 DEGREES 07 MINUTES 52.5 SECONDS WEST ALONG THE SOUTH LINE OF THE AFORESAID LOT 2 A DISTANCE OF 305.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES 42 MINUTES 07.5 SECONDS ALONG THE EAST LINE OF THE AFORESAID LOT 3 A DISTANCE OF 123.22 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE EAST FOR A DISTANCE OF 305.0 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE NORTH 0 DEGREES 42 MINUTES 07.5 SECONDS WEST FOR A DISTANCE OF 127.85 FEET TO A POINT, THAT POINT BEING THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 8328 Colorado Street, Merrillville, IN 46410. The Real Property tax identification number is Key No. 53-53-43-2 and Parcel No. 45-12-23-477-009.000-046 (affects Lot 2 of Parcel 1 as it pertains to address commonly known as 8328 Colorado Street, Merrillville, IN 46342); Key No. 43-53-43-3 and Parcel No. 45-12-23-477-004.000-046 (affects Lot 3 of Parcel 1 as it pertains to address commonly known as 3173 East 83rd Place, Hobart, IN 46342); Key No. 43-53-11-31 and Parcel No. 45-12-23-477-010.000-046 (affects Parcel 2 as it pertains to address commonly known as 8328 Colorado Street, Merrillville, IN 46342).

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

This Modification of Mortgage reflects the following:

- (1) An increase in the principal amount of Indebtedness secured by the Mortgage to **\$1,219,726.36**.
- (2) The definition of the "Note" as described in the "Mortgage" is hereby amended by the following:

NOTE. The word "Note" means the promissory note dated April 21, 2014, in the original principal amount of \$751,116.89, which is a renewal of promissory note dated June 1, 2010 in the original principal amount of \$846,328.91 and the promissory note dated April 21, 2014, in the original principal amount of \$468,609.47, which is an increase and a renewal of promissory note dated March 10, 2009 in the original principal amount of \$500,000.00, 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.

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)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 21, 2014.

GRANTOR:

STANDARD BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 17, 2006 AND KNOWN AS TRUST NUMBER 19323 , and not personally

By: Patricia Ralphson
Authorized Signer for Standard Bank and Trust Company, as Trustee under Trust Agreement dated February 17, 2006 and known as Trust Number 19323

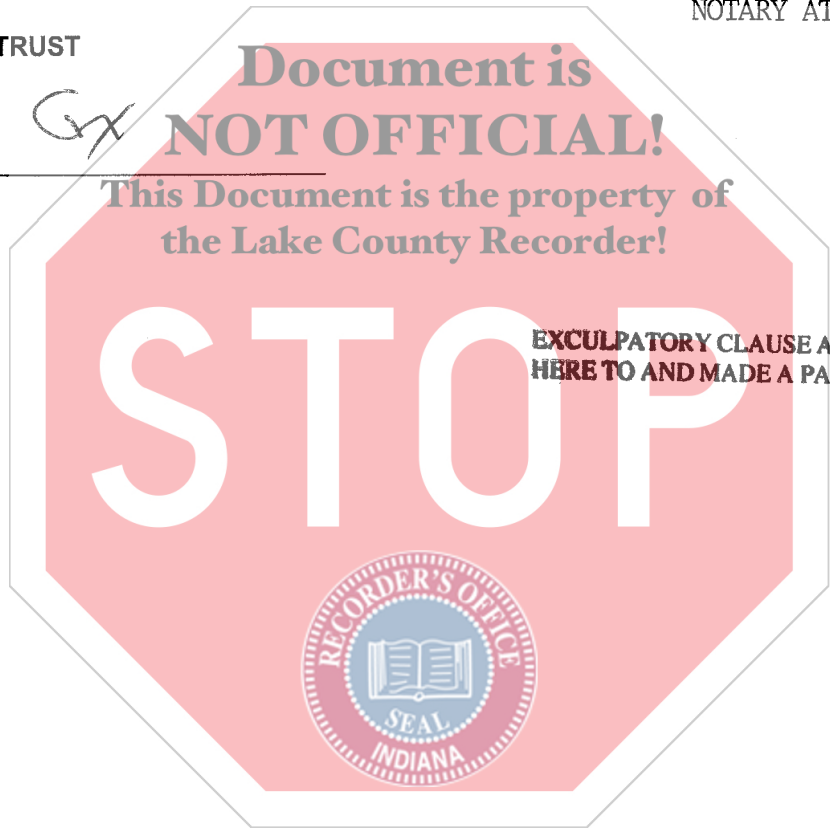
Attest: Heather Raineri
Heather Raineri, ATO

Patricia Ralphson, AVP & TO
LENDER:

NOTARY ATTACHED

INLAND BANK AND TRUST

X [Signature]
Authorized Signer



EXCULPATORY CLAUSE ATTACHED
HERE TO AND MADE A PART HERE OF

This DOCUMENT is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 19323 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said Document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely hold legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said Trustee, the provisions of this rider shall be controlling.

**Document is
NOT OFFICIAL!**

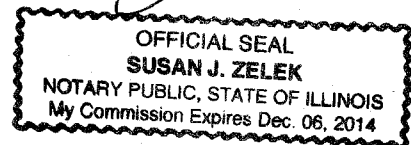
STATE OF ILLINOIS
COUNTY OF COOK

**This Document is the property of
the Lake County Recorder!**

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Patricia Ralphson of STANDARD BANK & TRUST COMPANY and Heather Raineri of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such AVP & TO and ATO respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said ATO did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of May, 2014.


Notary Public



MODIFICATION OF MORTGAGE
(Continued)

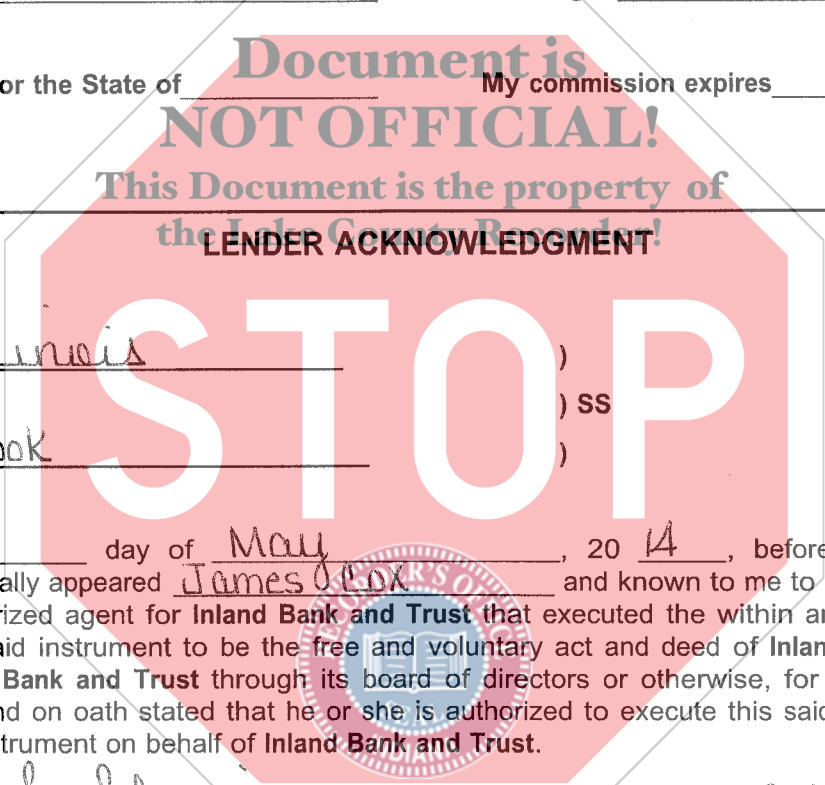
TRUST ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ of Standard Bank and Trust Company, as Trustee under Trust Agreement dated February 17, 2006 and known as Trust Number 19323, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By _____ Residing at _____

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



STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 8th day of May, 2014, before me, the undersigned Notary Public, personally appeared James O. Cox and known to me to be the Vice-President, authorized agent for Inland Bank and Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Inland Bank and Trust, duly authorized by Inland Bank and Trust 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 Inland Bank and Trust.

By Barbara J. Fleming Residing at 5456 S. LaGrange Rd. Countryside, Ill. 60525

Notary Public in and for the State of Illinois My commission expires 4-26-2018



**MODIFICATION OF MORTGAGE
(Continued)**

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 (Inland Bank and Trust, Loan Administration).

This Modification of Mortgage was prepared by: Inland Bank and Trust, Loan Administration



RECORDING PAGE

