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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

A

2015 031171

2015 MAY 20 AM 10:14

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



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 2, 2015, is made and executed between ROBY LAND PARTNERS, L.L.P., whose address is 3592 NORTH HOBART ROAD, HOBART, IN 463421442 (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 March 25, 2005 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded April 4, 2005 as Document #2005 025491 and a Modification of Mortgage dated March 25, 2010 Recorded April 28, 2010 as Document #2010 024159 in Lake County, Indiana.

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

LOT 2, ISAKSON SQUARE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 52, PAGE 44, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPT THE EAST 158 FEET THEREOF.

The Real Property or its address is commonly known as 3592 RANDOLPH STREET, HOBART, IN 463421442. The Real Property tax identification number is 45-09-20-476-013.000-045.

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

2/2/15
E 2/2/15
#100541853
#100551576

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 1

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To add to the definition of Note the following: "The maturity date of the Note is May 31, 2015".

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 MARCH 2, 2015.

GRANTOR:

ROBY LAND PARTNERS, L.L.P.

By: 

THOMAS M. COLLINS, SR., Manager of ROBY LAND PARTNERS, L.L.P.

By: 

THOMAS M. COLLINS II, General Partner of ROBY LAND PARTNERS, L.L.P.

LENDER:

FIRST MIDWEST BANK

X 
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 1

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PARTNERSHIP ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)



On this 14 day of April, 20 15, before me, the undersigned Notary Public, personally appeared **THOMAS M. COLLINS, SR.,** Manager of **ROBY LAND PARTNERS, L.L.P.**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By Jennifer Spierowski Residing at _____
Notary Public in and for the State of Indiana My commission expires 10/14/21

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)



On this 14 day of April, 20 15, before me, the undersigned Notary Public, personally appeared **THOMAS M. COLLINS II,** General Partner of **ROBY LAND PARTNERS, L.L.P.**, and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

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: 1

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LENDER ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF lake

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) SS

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On this 14th day of April, 20 15, before me, the undersigned Notary Public, personally appeared Brian Boilek 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 Jennifer Spierowski Residing at _____
Notary Public in and for the State of Indiana My commission expires 10/14/21

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 (Sanya Frawley).

This Modification of Mortgage was prepared by: FIRST MIDWEST BANK