

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 069012

2015 OCT -8 AM 9:04

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
HIGHLAND GROVE
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

**Document is
NOT OFFICIAL!**

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

br. # 215 1 off. # 4335

Acct. # 2002042003-64204

STOP
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 24, 2015, is made and executed between **NH VEGAS, LLC**, whose address is **8202 CALUMET AVENUE, MUNSTER, IN 463211704** (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 September 1, 2011 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded September 7, 2011 as Document #2011 048919 and Modification of Mortgage dated December 27, 2012 Recorded January 14, 2013 as Document #2013 002761 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 2299 US HIGHWAY 30, SCHERERVILLE, IN 46375. The Real Property tax identification number is 45-11-14-352-003.000-036 (PARCEL 1) AND

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M.E
#100582257

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 64204

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45-11-14-352-014.000-036 (PARCEL 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 notes or credit agreements dated March 1, 2012 in the original principal amount of \$2,600,000.00 and dated December 27, 2012 in the original principal amount of \$1,250,000,000 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. 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. The maturity date of the Note is January 5, 2018. Notice to Grantor: The Note contains a variable interest rate."

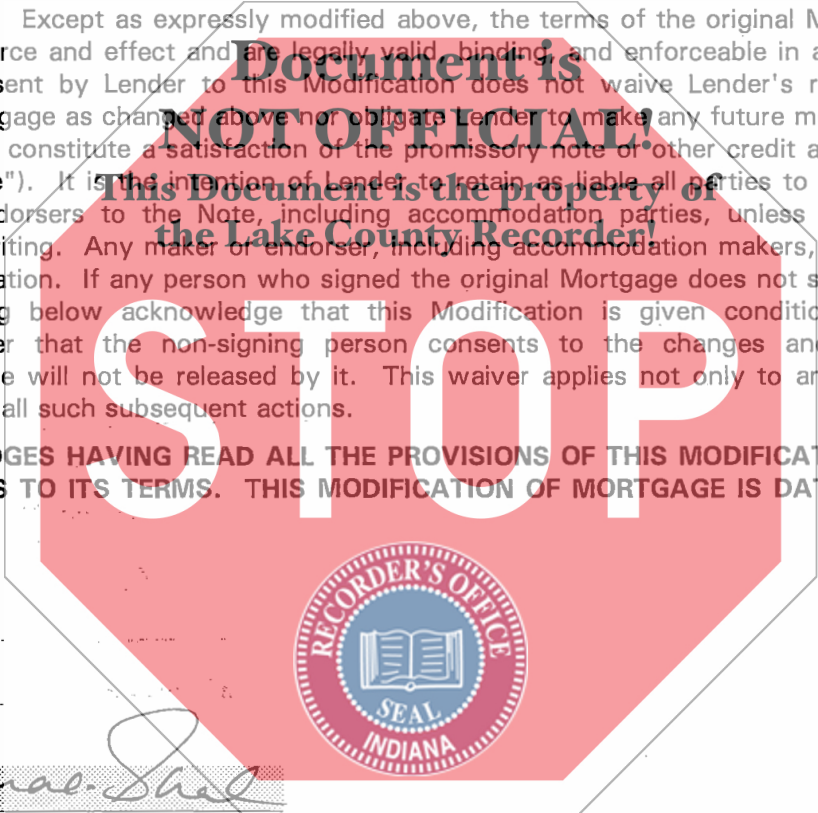
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 of 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 SEPTEMBER 24, 2015.

GRANTOR:

NH VEGAS, LLC

By: 
BHARAT SHAH, Member of NH VEGAS, LLC



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 64204

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LENDER:

FIRST MIDWEST BANK

X *[Signature]*
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF LAKE

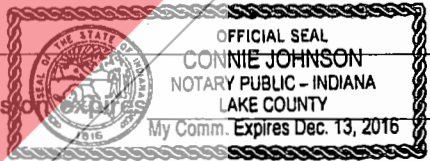


On this 25th day of September, 20 15, before me, the undersigned Notary Public, personally appeared BHARAT SHAH, Member of NH VEGAS, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to 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 *[Signature]*
Notary Public in and for the State of _____



Residing at _____
My commission expires _____



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 64204

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LENDER ACKNOWLEDGMENT

STATE OF INDIANA)

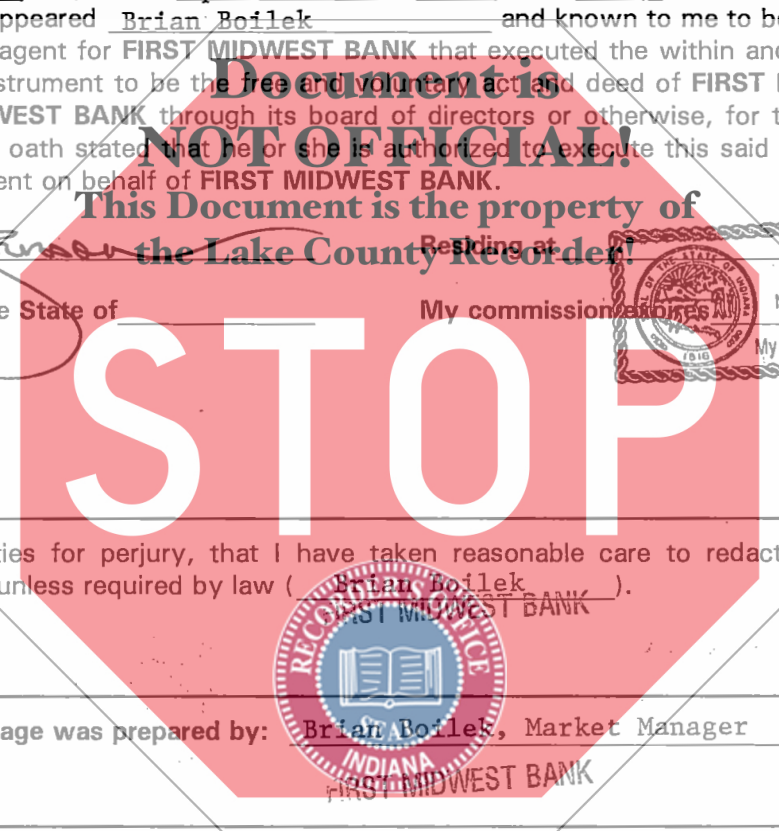
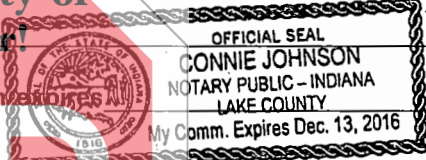
) SS

COUNTY OF LAKE)

On this 25th day of September, 20 15, before me, the undersigned Notary Public, personally appeared Brian Boilek and known to me to be the Market Manager, 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 [Signature]
Notary Public in and for the State of

Residing at _____
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 (Brian Boilek).

This Modification of Mortgage was prepared by: Brian Boilek, Market Manager

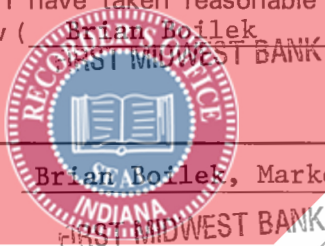


EXHIBIT 'A'

Parcel 1:

Lot 8, except the South 50 feet thereof, and all of Lot 9, Cline Avenue Addition, as per plat thereof, recorded in Plat Book 35, page 91, in the Office of the Recorder of Lake County, Indiana, excepting therefrom that part conveyed to the State of Indiana by Warranty Deed recorded December 30, 1999 as Document No. 99109248, as follows: Being all that part of land described in Instrument No. 783358 lying within the right of way lines depicted on Route Survey Plat of Indiana Department of Transportation Project NH-2001(11) recorded September 24, 1997 as Document No. 97064461, in the Office of the Recorder of Lake County, Indiana and being more particularly described as follows: Beginning at the Northwest corner of said Lot 9; thence South 76 degrees 47 minutes 00 seconds East 3.763 meters (12.35 feet) along the Northern line of said Lot 9 to a point designated as "G" on said Route Survey Plat; thence South 0 degrees 30 minutes 03 seconds East 66.911 meters (219.52 feet) to a point on the North line of the South 50 feet of said Lot 8; thence North 89 degrees 18 minutes 24 seconds West 3.657 meters (12.00 feet) along the North line of the South 50 feet of said Lot 8 to the West line of said lot; thence North 0 degrees 30 minutes 03 seconds West 67.727 meters (222.20 feet) along the West line to the point of beginning.

Parcel 2: That part of Lot 1 in Lincoln Parkway Acres, as per Plat thereof, recorded in Plat Book 23, page 57, in the Office of the Recorder of Lake County, Indiana, being more particularly described as follows: Beginning at an Iron Rod at the Northeast corner of Lot 1 in said Lincoln Parkway Acres; thence South 00 degrees 01 minutes 36 seconds West (the West line of Section 14 being assumed as North 00 degrees 00 minutes 00 seconds East), along the East line of said Lot, and the West line of Lot 1 in the Plat of Lots 3 and 5 in said Lincoln Parkway Acres as recorded in Plat Book 101 page 87, a distance of 173.76 feet to a 5/8's inch Iron Rod with I.D. cap; thence North 89 degrees 58 minutes 24 seconds West 83.99 feet to the East line of 8 in Cline Avenue Addition, as per Plat thereof, recorded in Plat Book 35 page 91, in the Office of the Recorder of Lake County, Indiana; thence North 00 degrees 00 minutes 00 seconds East, along the East line of said Lot 8, and said East line extended North, a distance of 193.95 feet to the South Right of Way line of U.S. Highway No. 30; thence South 76 degrees 28 minutes 20 seconds East along said South Right of Way line, a distance of 86.47 feet to the Point of Beginning.

The Property or its address is commonly known as 2299 US HWY 30, SCHERVILLE, IN 46375. The Property tax identification number is 45-11-14-352-003.000-036 (PARCEL 1) & 45-11-14-352-014.000-036 (PARCEL 2).

