

2015 069013

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

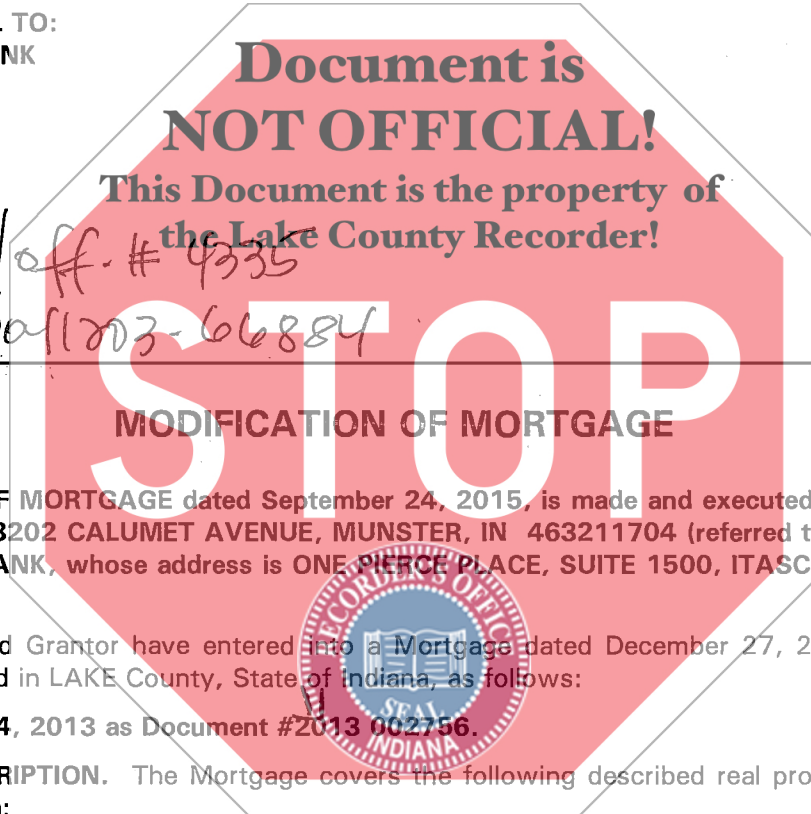
2015 OCT -8 AM 9:04

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

Dr. # 215 / off. # 4335  
Acct. # 2002011203-66884



**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 December 27, 2012 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded January 14, 2013 as Document #2013 002756.

**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 850 (10850) INDIANAPOLIS BOULEVARD, HAMMOND, IN 46320. The Real Property tax identification number is 45-02-01-126-001.000-023.

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

11/2  
23.00  
M.C  
# 100582257

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 66884

Page 2

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 December 27, 2012 in the original principal amount of \$1,250,000.00 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. 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 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 SEPTEMBER 24, 2015.**

**GRANTOR:**


NH VEGAS, LLC

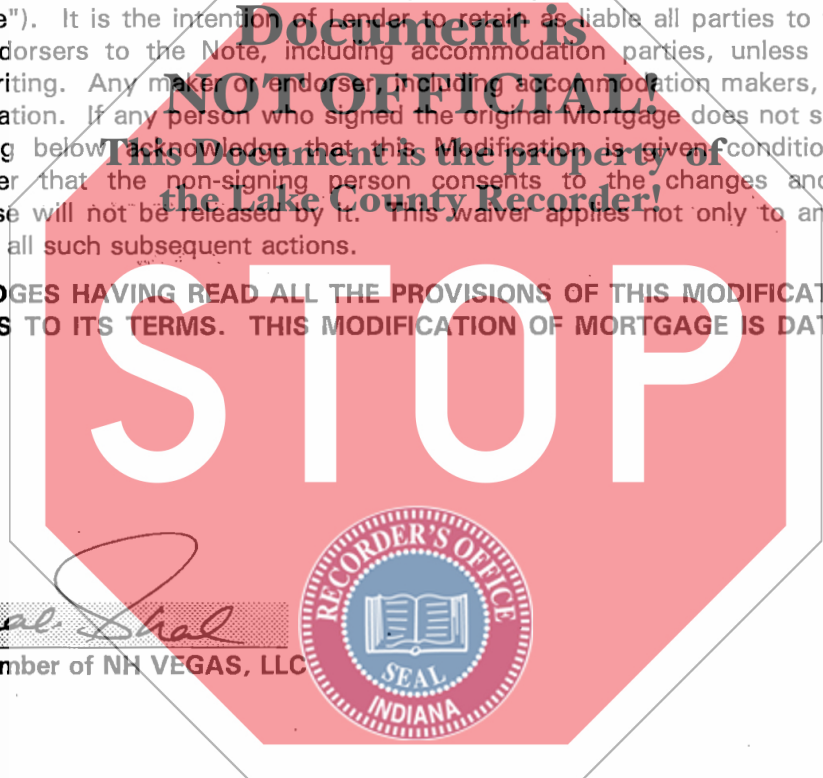
By:   
BHARAT SHAH, Member of NH VEGAS, LLC



**LENDER:**

FIRST MIDWEST BANK

X   
Authorized Signer



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 66884

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

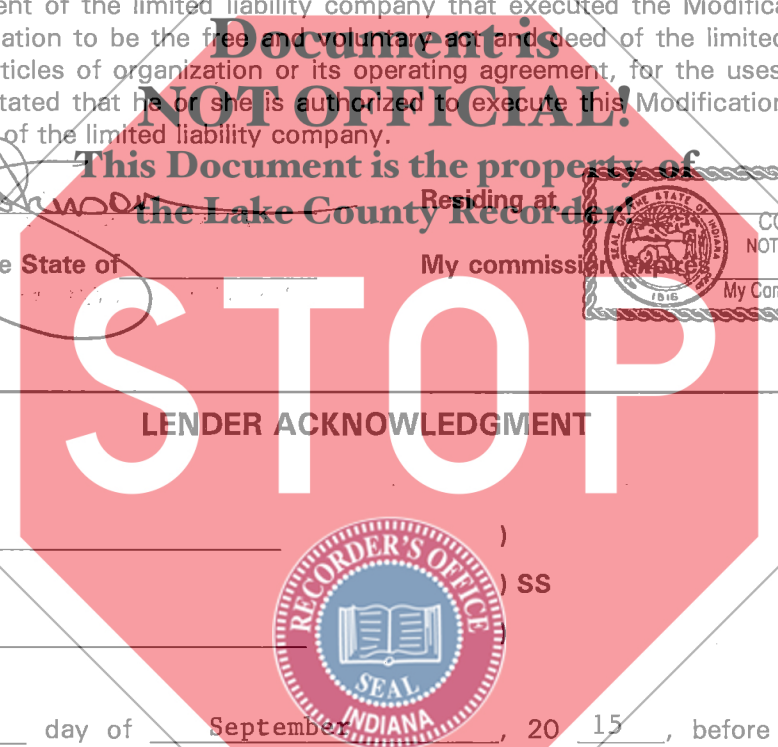
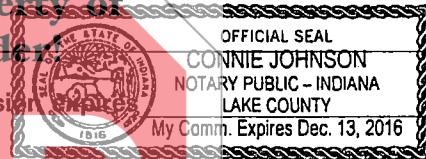
STATE OF INDIANA )

) SS

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] Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_



LENDER ACKNOWLEDGMENT

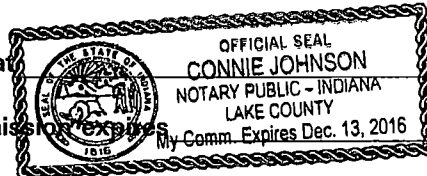
STATE OF INDIANA )

) 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] Residing at \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_



**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 66884

Page 4

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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 ).  
FIRST MIDWEST BANK

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

FIRST MIDWEST BANK



EXHIBIT A-14 – LEGAL DESCRIPTION  
(850 Indianapolis Boulevard)

PART OF BLOCK (NOW VACATED), AS MARKED AND LAID DOWN ON THE PLAT OF ROBY AND SHEDD'S ADDITION TO CHICAGO, IN THE CITY OF HAMMOND, INDIANA, AS THE SAME APPEARS OF RECORD IN PLAT BOOK 3, PAGE 11, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; A PART OF VACATED 108TH STREET IN SAID CITY; AND A PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN; ALL OF SAID PARTS BEING BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER-SECTION; THENCE SOUTH 86 DEGREES 04 MINUTES 22 SECONDS EAST ON THE SOUTH LINE OF SAID QUARTER SECTION 433.71 FEET TO A POINT WHICH IS 433.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE (PROLONGED) OF SAID QUARTER SECTION; THENCE NORTH 0 DEGREES 38 MINUTES 31 SECONDS EAST PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 610.74 FEET TO THE SOUTH LINE OF ORIGINAL 108TH STREET; THENCE SOUTH 89 DEGREES 23 MINUTES 18 SECONDS EAST ON THE SOUTH LINE OF ORIGINAL 108TH STREET 5.64 FEET TO THE NORTHEASTERN LINE OF A 66-FOOT ROAD; THENCE SOUTH 74 DEGREES 17 MINUTES 43 SECONDS EAST ON SAID NORTHEASTERN LINE 431.66 FEET TO A POINT OF 7.88 FEET TO THE PRINCIPAL POINT OF BEGINNING; THENCE NORTH 0 DEGREES 37 MINUTES 38 SECONDS WEST 332.41 FEET TO A POINT WHICH IS 132.31 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE ORIGINAL CENTERLINE OF INDIANAPOLIS BOULEVARD AND 142.31 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE EXISTING PAVEMENT OF SAID BOULEVARD; THENCE SOUTH 52 DEGREES 05 MINUTES 53 SECONDS EAST 215.94 FEET, MORE OR LESS, TO THE SOUTHWESTERN LINE OF INDIANAPOLIS BOULEVARD, WHICH SOUTHWESTERN LINE IS 82.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID ORIGINAL CENTERLINE AND 92.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE EXISTING PAVEMENT OF SAID BOULEVARD; THENCE SOUTH 38 DEGREES 37 MINUTES 33 SECONDS EAST ON THE SOUTHWESTERN LINE OF INDIANAPOLIS BOULEVARD 183.50 FEET, MORE OR LESS, TO THE NORTHERN LINE OF 66-FOOT WIDE RELOCATED 108TH STREET; THENCE SOUTH 51 DEGREES 22 MINUTES 27 SECONDS WEST ON SAID NORTHERN LINE OF 108TH STREET 3.03 FEET TO A POINT OF CURVE; THENCE WESTERLY ON SAID CURVE TO THE RIGHT HAVING A RADIUS OF 268.56 FEET, AN ARC OF 246.88 TO THE POINT OF BEGINNING.

Tax Key No. 37-124-25

Common Address: 850 Indianapolis Boulevard, Hammond, Indiana