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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

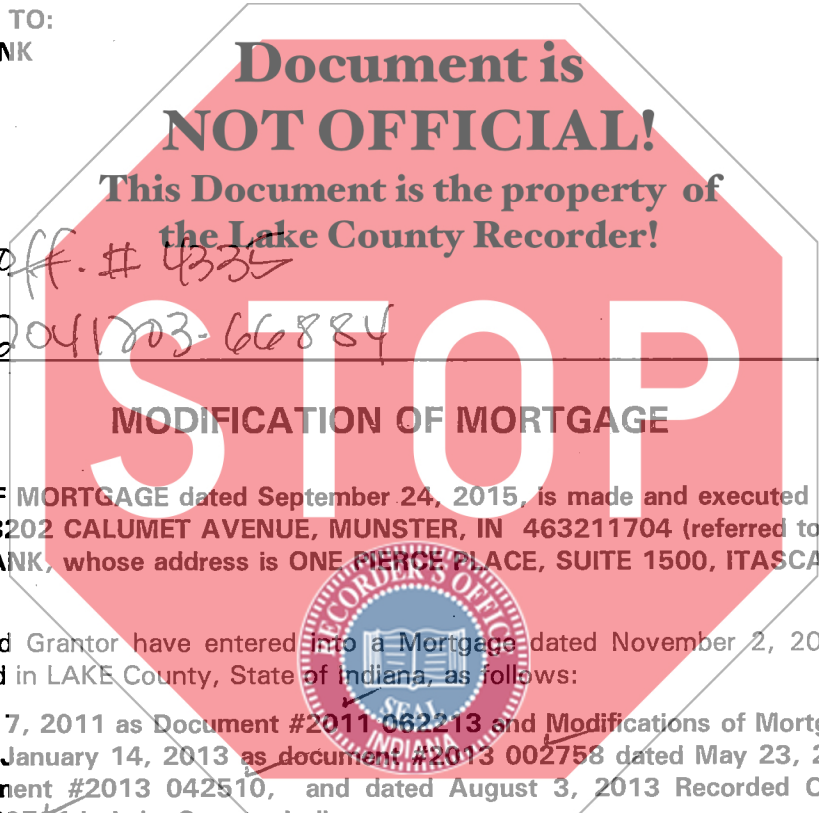
2015 069014

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



Wr. # 215 / off. # 4335  
Acct. # 2002041203-66884

**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 November 2, 2011 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded November 7, 2011 as Document #2011 062213 and Modifications of Mortgage dated December 27, 2012 Recorded January 14, 2013 as document #2013 002758 dated May 23, 2013 Recorded June 11, 2013 as Document #2013 042510, and dated August 3, 2013 Recorded October 31, 2013 as Document #2013 080721 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.

E  
42nd  
\$28.00  
M.E  
# 106582257

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 66884

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The Real Property or its address is commonly known as 1129 5TH AVENUE, HAMMOND, IN 46320 AND 1360 INDIANAPOLIS BOULEVARD, HAMMOND, IN 46394. The Real Property tax identification number is 45-02-01-251-001.000-023; 45-02-01-430-043.000-023.

**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 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 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 endorser 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.

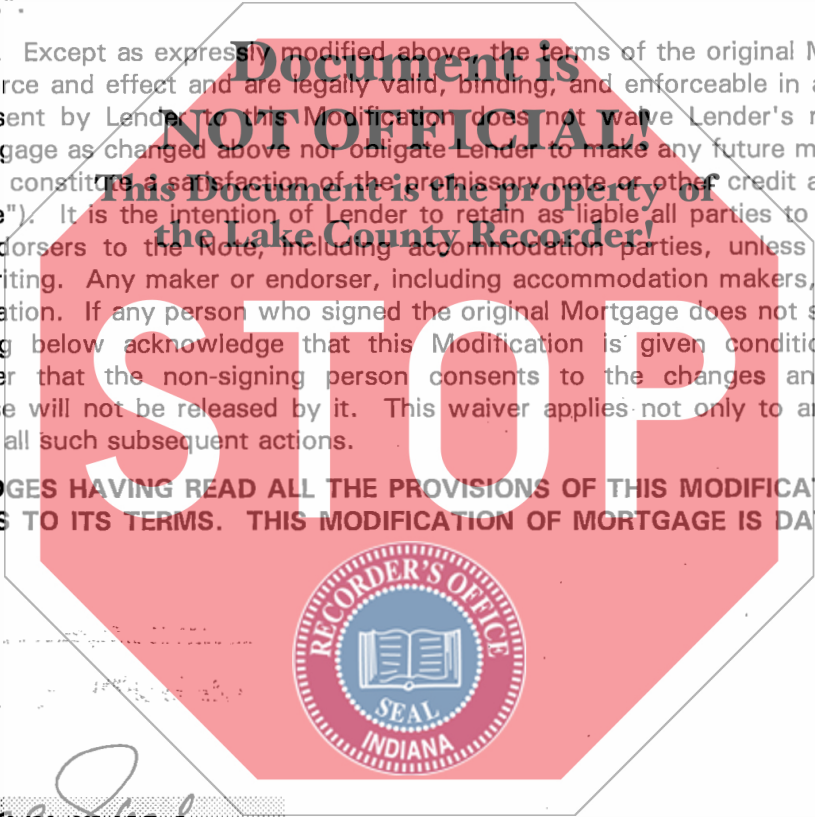
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 24, 2015.**

**GRANTOR:**

NH VEGAS, LLC

By:

  
BHARAT SHAH, Member of NH VEGAS, LLC



MODIFICATION OF MORTGAGE  
(Continued)

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LENDER:

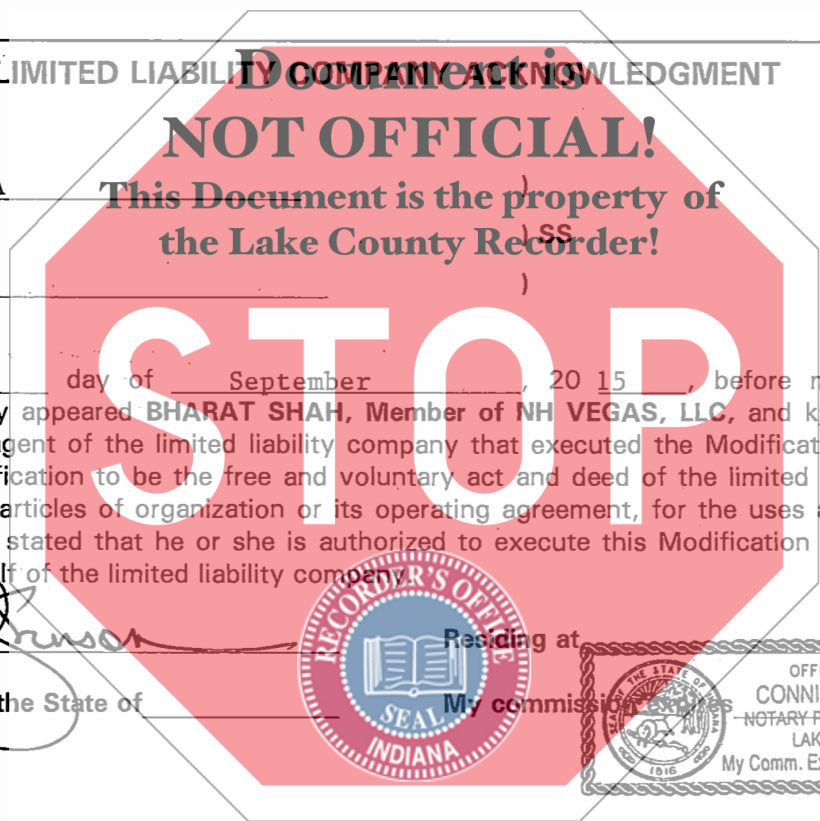
FIRST MIDWEST BANK

X [Signature]  
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

**Document is NOT OFFICIAL!**

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



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: 66884

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LENDER ACKNOWLEDGMENT

STATE OF INDIANA )

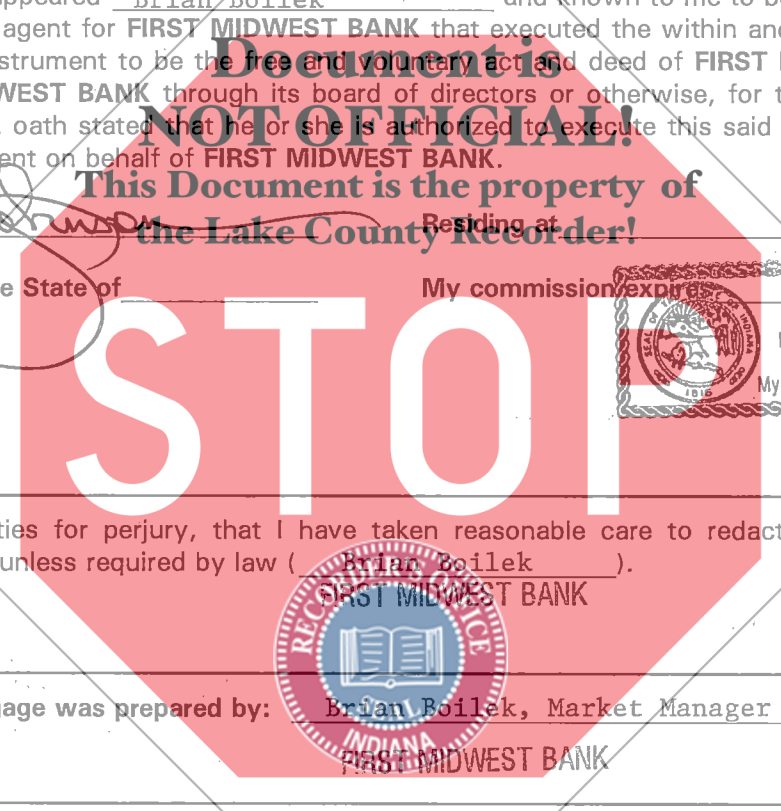
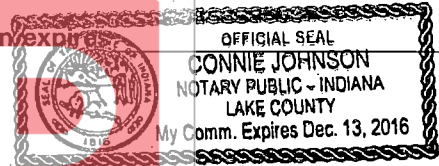
) SS

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] 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 ( Brian Boilek ).

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

FIRST MIDWEST BANK

EXHIBIT "A"

PARCEL 12:

A part of the Northwest Quarter of Section 1, Township 37 North, Range 10 West of the 2nd Principal Meridian located in North Township, Lake County, Indiana, being bounded as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West; thence North 00 degrees 00 minutes 00 seconds (assumed bearing) 2,180.44 feet along the East line of said Section 1 to its point of intersection with the original centerline of the 80-foot-wide right-of-way of Indianapolis Boulevard; thence North 39 degrees 07 minutes 01 second West 2,689.03 feet along said original centerline of the 80-foot-wide right-of-way of Indianapolis Boulevard to its point of intersection with the centerline of 112th Street (80-foot-wide right-of-way); thence South 50 degrees 57 minutes 59 seconds West 190.00 feet along the centerline of 112th Street; thence South 34 degrees 15 minutes 02 seconds West 497.85 feet along the centerline of 112th Street; thence North 55 degrees 44 minutes 58 seconds West 40.00 feet perpendicular to the centerline of 112th Street to the Southeastern corner of the 1.419 acre tract of land described in the Warranty Deed recorded as instrument No. 507068 on December 14, 1978 in the Office of the Recorder of Lake County, Indiana, to a point on the boundary (terminus of the third course) of the 4.793 acre tract of land described in the Warranty Deed recorded as instrument No. 94021860 on March 23, 1994 in said Recorder's Office; and to the point of beginning of this description; thence South 34 degrees 15 minutes 02 seconds West 265.73 feet along the Northwestern right-of-way line of 112th Street; thence North 89 degrees 51 minutes 46 seconds West 336.05 feet along the Northern right-of-way line of 112th Street to the Eastern right-of-way of 5th Avenue (66 foot-wide right-of-way); thence North 00 degrees 04 minutes 19 seconds East 1,275.57 feet along the Eastern right-of-way line of 5th Avenue to a point being South 00 degrees 04 minutes 19 seconds West 120.00 feet from the Southeastern corner of the intersection of 5th Avenue and 116th Street (66-foot-wide right-of-way); thence South 89 degrees 37 minutes 25 seconds East 172.00 feet; thence North 00 degrees 04 minutes 19 seconds East 72.00 feet; thence South 89 degrees 37 minutes 25 seconds East 218.00 feet; thence North 00 degrees 04 minutes 19 seconds East 57.74 feet to the Northwestern right of way line of Indianapolis Boulevard; thence South 39 degrees 07 minutes 01 second East 180.04 feet along the Southwestern right-of-way line of Indianapolis Boulevard to the Northwestern Boundary of said 4.793 acre tract of land, the next eight courses are along the boundary of said 4.793 acre tract of land:

- 1) thence South 50 degrees 45 minutes 23 seconds West 135.68 feet (measured, 155.27 feet deduced);
- 2) thence South 36 degrees 14 minutes 30 seconds West 136.32 feet;
- 3) thence South 11 degrees 49 minutes 05 seconds West 152.72 feet;
- 4) thence South 04 degrees 06 minutes 03 seconds East 125.05 feet;
- 5) thence South 24 degrees 13 minutes 40 seconds East 122.45 feet to a point on a non-tangent curve concave to the Northeast, said point being South 60 degrees 25 minutes 05 seconds West 346.48 feet from the radius point of said curve;
- 6) thence Southeasterly 181.42 feet along said curve to a point being South 30 degrees 25 minutes 06 seconds West 346.48 feet from the radius point of said curve;
- 7) thence South 36 degrees 54 minutes 52 seconds East 43.83 feet;
- 8) thence South 13 degrees 20 minutes 38 seconds West 227.01 feet to the point of beginning

EXHIBIT "A" (continued)

PARCEL 13:

A part of the Northeast Quarter of Section 1, Township 37 North, Range 10 West of the Second Principal Meridian located in North Township, Lake County, Indiana described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 1, Township 37 North, Range 10 West thence North 00 degrees 00 minutes 00 seconds East (assumed bearing), 2,180.44 feet along the East line of said Section 1 to its point of intersection with the original centerline of the 80 foot wide right-of-way of Indianapolis Boulevard; thence North 39 degrees 07 minutes 01 seconds West, 2,682.15 feet along said original centerline of the 80 foot wide right-of-way of Indianapolis Boulevard to its point of intersection with the centerline of 112th Street (80 foot wide right-of-way); thence South 57 degrees 52 minutes 59 seconds West, 100.00 feet along the centerline of 112th Street; thence South 34 degrees 15 minutes 02 seconds West, 497.85 feet along the centerline of 112th Street; thence North 55 degrees 44 minutes 58 seconds West 40.00 feet perpendicular to the centerline of 112th Street to the Southeastern corner of the 1.49 acre parcel of land as described in the Warranty Deed recorded as instrument 507068 on December 14, 1978 in the Office of the Recorder of Lake County, Indiana, and the point of beginning of this description; thence North 63 degrees 01 minutes 47 seconds East, 74.00 feet; thence North 36 degrees 34 minutes 32 seconds West, 43.83 feet to the South right-of-way of the Marina Access Road Special Warranty Deed 94-21860 dated March 25, 1994 and a point on a curve, said curve being concave to the Northeast and having a radius of 346.48 feet; thence Easterly along said curve, a distance of 127.17 feet (chord distance) 126.46 feet, chord bearing South 70 degrees 07 minutes 47 seconds East) to a point on said Westerly right-of-way of 112th Street; thence South 34 degrees 15 minutes 02 seconds West, 257.63 feet along said Westerly right-of-way of 112th Street to the point of beginning.

1129 5<sup>th</sup> A. VENUE, HAMMOND, IN 46320

PN # 45-02-01-251-001 000-023

Parcel 14:

A part of Government Lot 2, in Section 1, Township 37 North, Range 10 West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana, described as follows: Commencing at the point of intersection of the Southwesterly line of Indianapolis Boulevard with the Westerly line of Calumet Avenue; thence Northwesterly along said Southwesterly line of Indianapolis Boulevard, 114.00 feet to a point; thence Southwesterly, at right angles to said Southwesterly line of Indianapolis Boulevard, 183.10 feet to a point; thence Southeasterly parallel with the Southwesterly line of Indianapolis Boulevard, 172.10 feet to a point; said point being 150.00 feet West to the Westerly line of Calumet Avenue; thence Southerly parallel with said Westerly line of Calumet Avenue, 44.41 feet to a point; thence Easterly 150.00 feet to a point on said Westerly line of Calumet Avenue; thence Northerly along said Westerly line of Calumet Avenue, 150.00 feet to the point of beginning, all in Lake County, Indiana

EXCEPTING therefrom property appropriated by the State of Indiana and recorded December 28, 2006 as instrument No. 2006-13634 and recorded January 19, 2007 as instrument No. 2007-025550

Also EXCEPTING therefrom that portion of the land dedicated as a public alley pursuant to Deed Record 257, page 380 filed September 25, 1925, Lake County, Indiana.

1360 INDIANAPOLIS BOULEVARD, HAMMOND, IN 46394

PN # 45-02-01-130-043 000-023; 45-02-01-430-901 000-023; 45-02-01-430-044 000-023