

RECORDATION REQUESTED BY:  
CENTIER BANK  
Business Banking Highland  
600 E 84th Avenue  
Merrillville, IN 46410

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 069343

2015 OCT -9 AM 11:39

WHEN RECORDED MAIL TO:  
CENTIER BANK  
600 EAST 84TH AVENUE  
MERRILLVILLE, IN 46410

MICHAEL B. BROWN  
RECORDER

SEND TAX NOTICES TO:  
CENTIER BANK  
Business Banking Highland  
600 E 84th Avenue  
Merrillville, IN 46410

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated September 22, 2015, is made and executed between FIRST NATIONAL BANK OF ILLINOIS AS SUCCESSOR TRUSTEE TO GREAT LAKES TITLE AND TRUST CO., INC., AS TRUSTEE UNDER AGREEMENT DATED AUGUST 23, 2005 AND KNOWN AS TRUST NO. 082305, AS TO PARCEL 2, whose address is 3256 RIDGE ROAD, LANSING, IL 60438 and FIRST NATIONAL BANK OF ILLINOIS AS SUCCESSOR TRUSTEE TO GREAT LAKES TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 10, 2005 AND KNOWN AS TRUST NO. 061005, AS TO PARCEL 3, whose address is 3256 RIDGE ROAD, LANSING, IL 60438 (referred to below as "Grantor") and CENTIER BANK, whose address is 600 E 84th Avenue, Merrillville, IN 46410 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 28, 2012 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

The Security Instrument was recorded on August 31, 2012 in the record of Lake County, Indiana at 2293 North Main Street, Crown Point, Indiana as Document Number 2012 059221 in the original amount of \$9,307,200.00.

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

See ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION, 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 222 INDIANAPOLIS BOULEVARD AND 322 INDIANAPOLIS BOULEVARD, SCHERERVILLE, IN 46375.

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

The Mortgage is hereby amended and modified to extend the Maturity Date under the Note to September 15, 2025.

Modified to include Obligation language and to revise the cross-collateralization and indebtedness language.

The legal description of the Property is amended and replaced with the legal description attached hereto as Exhibit A.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, including hedging obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Indebtedness. The word "Indebtedness" means all obligations, principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, including, but not limited to, attorneys' fees, costs of collection and costs of foreclosure, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

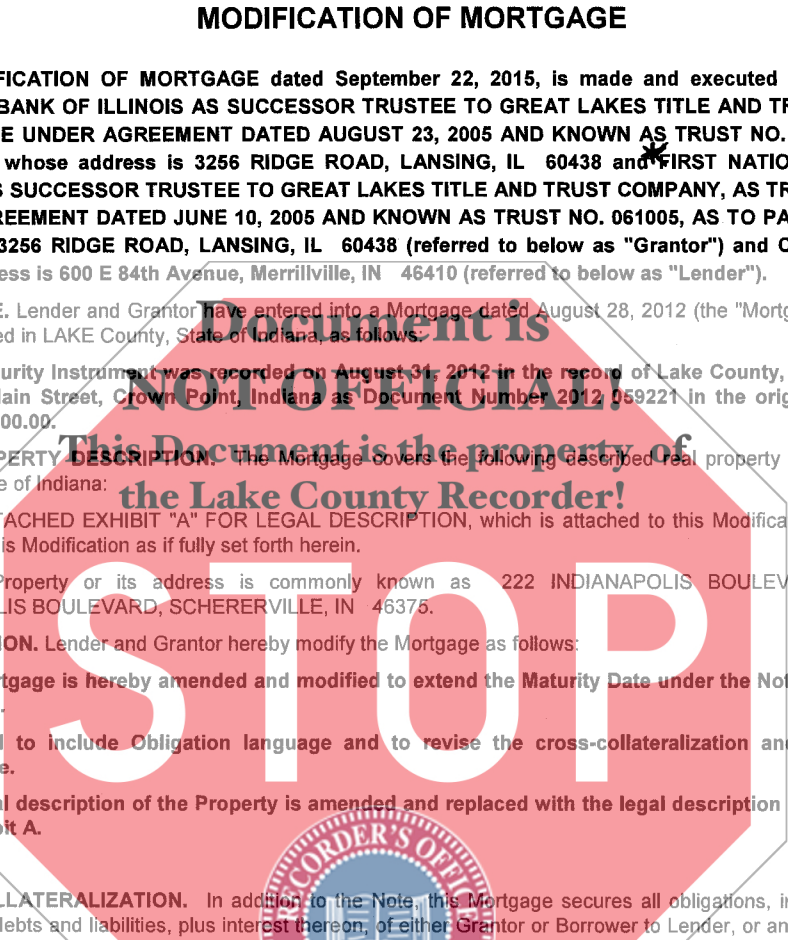
MERIDIAN TITLE CORPORATION  
HAS MADE AN ACCOMODATION  
RECORDING OF THIS DOCUMENT

15-36324

11/23  
\$23.00  
M-E  
#1181549  
\$1.0000

The Chicago Trust Company, N.A.  
Successor Trustee to  
First National Bank of Illinois

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**COUNTERPART LANGUAGE.** This document may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**OBLIGATIONS.** "Obligations" shall include all loans, advances, debts, liabilities, obligations, covenants and duties owing by the Grantor to the Bank of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of money, (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, (v) under any interest rate swap, collar, cap, floor, swaption, or other interest rate protection or similar agreement, or (vi) arising out of overdrafts on deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Bank to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Bank's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of the Bank incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses.

**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 22, 2015.**

GRANTOR:

**This Document is the property of  
The Chicago Trust Company, N.A.  
Successor Trustee to  
The Lake County Recorder!  
First National Bank of Illinois**

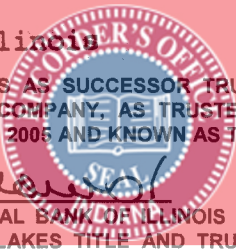
FIRST NATIONAL BANK OF ILLINOIS AS SUCCESSOR TRUSTEE TO GREAT LAKES TITLE AND TRUST CO., INC., AS TRUSTEE UNDER AGREEMENT DATED AUGUST 23, 2005 AND KNOWN AS TRUST NO. 082305

By: [Signature]  
Authorized Signer for FIRST NATIONAL BANK OF ILLINOIS AS SUCCESSOR TRUSTEE TO GREAT LAKES TITLE AND TRUST CO., INC., AS TRUSTEE UNDER AGREEMENT DATED AUGUST 23, 2005 AND KNOWN AS TRUST NO. 082305

**The Chicago Trust Company, N.A.  
Successor Trustee to  
First National Bank of Illinois**

FIRST NATIONAL BANK OF ILLINOIS AS SUCCESSOR TRUSTEE TO GREAT LAKES TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 10, 2005 AND KNOWN AS TRUST NO. 061005

By: [Signature]  
Authorized Signer for FIRST NATIONAL BANK OF ILLINOIS AS SUCCESSOR TRUSTEE TO GREAT LAKES TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 10, 2005 AND KNOWN AS TRUST NO. 061005



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representations, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

LENDER:

CENTIER BANK  
X Mary K. Panas  
Mary K. Panas, Vice President

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 22nd day of September, 2015, before me, the undersigned Notary Public, personally appeared Linda J. Pitrowski, VP/TO of FIRST NATIONAL BANK OF ILLINOIS AS SUCCESSOR TRUSTEE TO GREAT LAKES TITLE AND TRUST CO., INC., AS TRUSTEE UNDER AGREEMENT DATED AUGUST 23, 2005 AND KNOWN AS TRUST NO. 082305, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Deborah M. Derkacy Residing at 5300 W. 95th Street

Notary Public in and for the State of Illinois My commission expires 8/21/16

Document is NOT OFFICIAL!

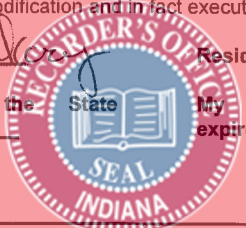
OFFICIAL SEAL  
DEBORAH M. DERKACY  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 08/21/2016

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 22nd day of September, 2015, before me, the undersigned Notary Public, personally appeared Linda J. Pitrowski, VP/TO of FIRST NATIONAL BANK OF ILLINOIS AS SUCCESSOR TRUSTEE TO GREAT LAKES TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 10, 2005 AND KNOWN AS TRUST NO. 061005, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Deborah M. Derkacy Residing at 5300 W. 95th St.

Notary Public in and for the State of Illinois My commission expires 8/21/16



OFFICIAL SEAL  
DEBORAH M. DERKACY  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 08/21/2016

LENDER ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 24th day of Sept., 2015, before me, the undersigned Notary Public, personally appeared Mary K. Panas and known to me to be the Vice President, authorized agent for

The Chicago Trust Company, N.A.  
Successor Trustee to  
First National Bank of Illinois

\*

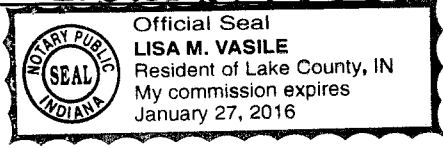
**CENTIER BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **CENTIER BANK**, duly authorized by **CENTIER BANK** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **CENTIER BANK**.

By Lisa M. Vasile

Residing at \_\_\_\_\_

Notary Public in and for the State  
of Indiana

My commission expires 1-27-16



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 (MARY K. PANAS, VICE PRESIDENT).

**This Modification of Mortgage was prepared by: MARY K. PANAS, VICE PRESIDENT**



EXHIBIT "A"

LEGAL DESCRIPTION:

Parcel 1: Lot 3 in Resubdivision of Lot 1, Block 2 and Lot 2, Block 3, in Plum Creek Village Commercial Addition, an Addition to the Town of Schererville, as per plat thereof, recorded in Plat Book 80 page 86, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: Lot 1 in the Resubdivision of Lot 3 of Block 3 of Plum Creek Village Commercial Addition to the Town of Schererville, as per plat thereof, recorded in Plat Book 81 page 45, in the Office of the Recorder of Lake County, Indiana.

