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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 001802

2016 JAN 13 AM 8:57

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

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215023601-71565 21500/4335

STOP
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 20, 2015, is made and executed between LUKE LAND, LLC, whose address is 3592 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 August 20, 2009 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

RECORDED SEPTEMBER 2, 2009 AS DOCUMENT #2009 050675 AND AMENDED BY MODIFICATIONS OF MORTGAGE DATED AUGUST 28, 2014 RECORDED OCTOBER 9, 2014 AS DOCUMENT #2014 064721, DATED JANUARY 23, 2015 RECORDED FEBRUARY 25, 2015 AS DOCUMENT #2015 010504, DATED FEBRUARY 18, 2015 RECORDED MAY 20, 2015 AS DOCUMENT #2015 031172, DATED JUNE 22, 2015 RECORDED JULY 15, 2015 AS DOCUMENT #2015 043486 AND DATED SEPTEMBER 22, 2015 RECORDED _____ AS DOCUMENT # _____ IN LAKE COUNTY, INDIANA.

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

LOT 1, MONARCH INDUSTRIAL PARK, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 49, PAGE 20, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

AMOUNT \$ 21
CASH _____ CHARGE _____
CHECK# 100600417
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY DN

Handwritten initials

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 71565

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The Real Property or its address is commonly known as 444 SULLIVAN STREET A/K/A 400 BL S SULLIVAN STREET, HOBART, IN 463424722. The Real Property tax identification number is 45-09-33-176-014.000-018.

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

To modify the Mortgage as follows:

1. To amend the Real Property Address as described above.
2. To delete the definition of "Note" therein its entirety and insert in lieu thereof the following: "Note. The word "Note" means the promissory note dated November 20, 2015, in the original principal amount of \$781,737.01 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 maturity date of the Note is December 5, 2020."
3. To delete from the paragraph titled "Maximum Lien" delete the words "exceed \$837,600.00" and replace with "exceed \$2,345,211.03".


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 endorers 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 NOVEMBER 20, 2015.

GRANTOR:

LUKE LAND, LLC

By:


THOMAS M. COLLINS II, Managing Partner of LUKE LAND, LLC



MODIFICATION OF MORTGAGE
(Continued)

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LENDER:

FIRST MIDWEST BANK

x [Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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STATE OF INDIANA

COUNTY OF LAKE

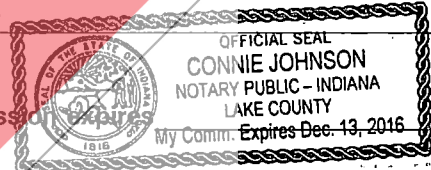
On this 10th day of December, 2015, before me, the undersigned Notary Public, personally appeared **THOMAS M. COLLINS II, Managing Partner of LUKE LAND, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged 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: 71565

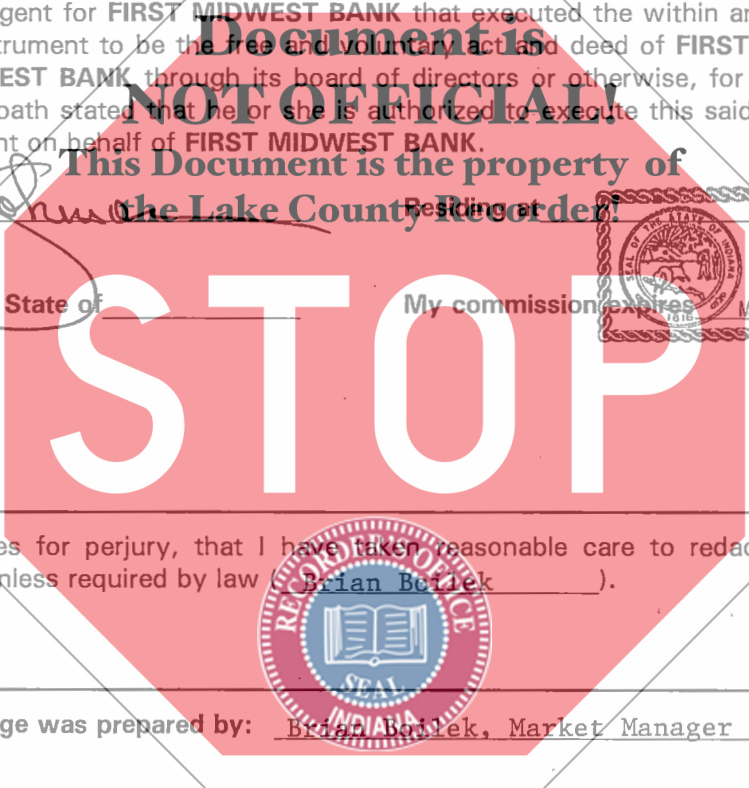
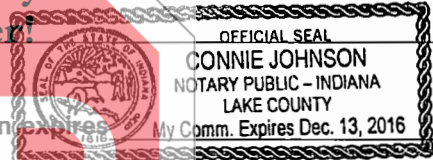
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LENDER ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 10th day of December, 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