

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 001808

2016 JAN 13 AM 8:58

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

**Document is
NOT OFFICIAL!**

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

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STOP
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 20, 2015, is made and executed between ROBY LAND PARTNERS, L.L.P., whose address is 3592 NORTH 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 4, 2011 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

RECORDED AUGUST 31, 2011 AS DOCUMENT #2011.047869 IN LAKE COUNTY, INDIANA.

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

LOT 3, EXCEPT THE NORTH 17 FEET THEREOF IN ISAKSON SQUARE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 52 PAGE 44, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THAT PART DEEDED TO THE STATE OF INDIANA IN WARRANTY DEED RECORDED JUNE 10, 1994 AS DOCUMENT NO. 94043283 AND DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 89 DEGREES 52 MINUTES 57 SECONDS WEST 30.01 FEET ALONG THE SOUTH LINE OF SAID LOT; THENCE NORTH 2 DEGREES 01 MINUTES 09 SECONDS EAST 150.03 FEET TO THE SOUTH LINE OF THE NORTH 17 FEET OF SAID LOT; THENCE

AMOUNT \$ 23-
CASH _____ CHARGE _____
CHECK# 100600467
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY mw

(Handwritten initials)

Post Trib

**MODIFICATION OF MORTGAGE
(Continued)**

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SOUTH 89 DEGREES 52 MINUTES 57 SECONDS EAST 21.41 FEET ALONG SAID SOUTH LINE TO THE SOUTHEAST CORNER OF THE NORTH 17 FEET OF SAID LOT; THENCE SOUTH 1 DEGREE 15 MINUTES 57 SECONDS EAST 150.00 FEET ALONG THE EAST LINE OF SAID LOT TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 3580 NORTH HOBART ROAD, HOBART, IN 463421442. The Real Property tax identification number is 45-09-20-476-011.000-045 AND 45-09-20-476-012.000-045.

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

To modify the Mortgage as follows:

1. 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 \$730,394.92 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."
2. To delete from the paragraph titled "Maximum Lien" delete the words "exceed \$1,500,000.00" and replace with "exceed \$2,191,184.76".

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.



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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:


ROBY LAND PARTNERS, L.L.P.

By: 
THOMAS M. COLLINS, SR., Manager of ROBY LAND PARTNERS, L.L.P.

By: 
THOMAS M. COLLINS II, General Partner of ROBY LAND PARTNERS, L.L.P.

LENDER:

FIRST MIDWEST BANK

X 
Authorized Signer



MODIFICATION OF MORTGAGE
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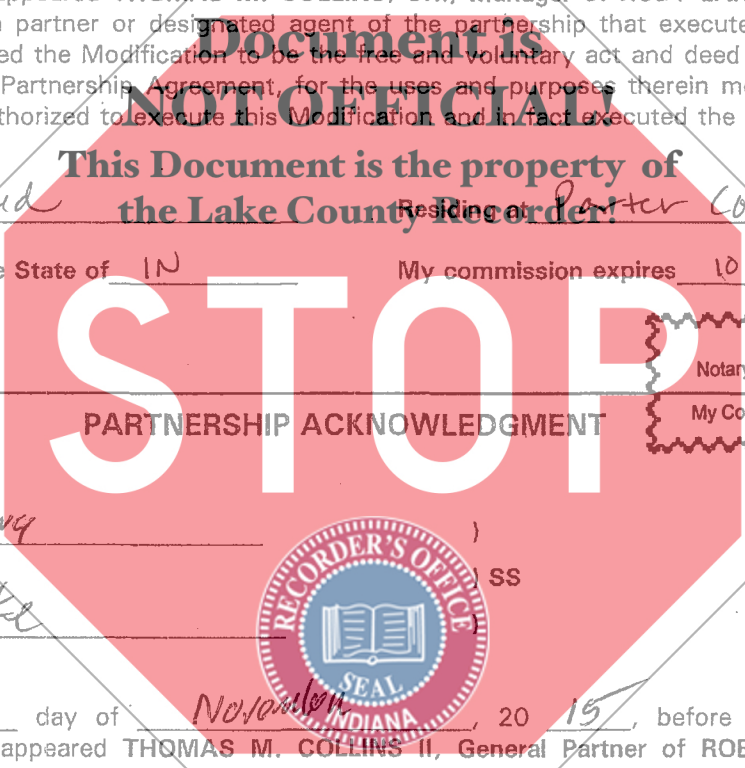
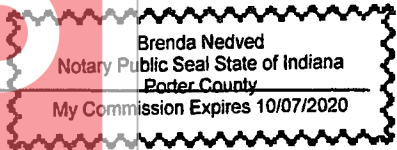
PARTNERSHIP ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 30th day of November, 20 15, before me, the undersigned Notary Public, personally appeared THOMAS M. COLLINS, SR., Manager of ROBY LAND PARTNERS, L.L.P., and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By Brenda Nedved Residing at Porter County

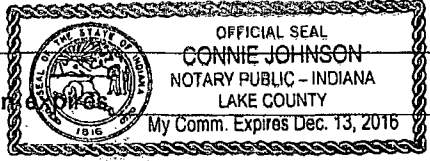
Notary Public in and for the State of IN My commission expires 10/07/20



STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 30th day of November, 20 15, before me, the undersigned Notary Public, personally appeared THOMAS M. COLLINS II, General Partner of ROBY LAND PARTNERS, L.L.P., and known to me to be a partner or designated agent of the partnership that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership 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 partnership.

By Connie Johnson Residing at _____
Notary Public in and for the State of _____ My commission expires _____



MODIFICATION OF MORTGAGE
(Continued)

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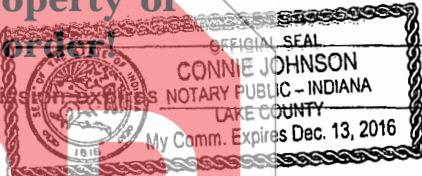
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LENDER ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 30th day of November, 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

