

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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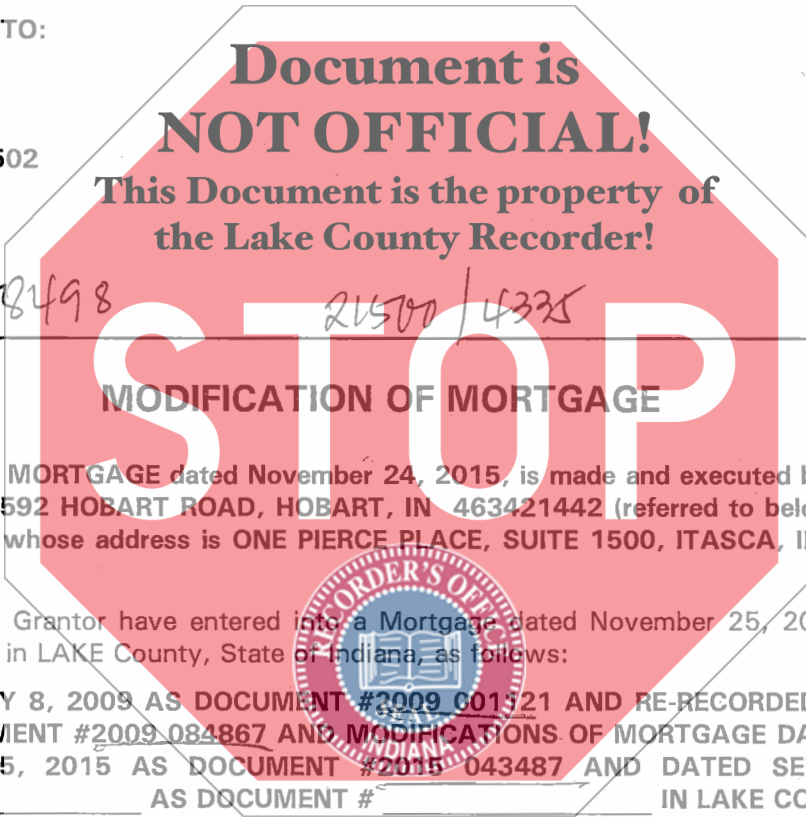
MICHAEL B. BROWN
RECORDER

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



215023601-58498

21500/4335

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 24, 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 November 25, 2008 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

RECORDED JANUARY 8, 2009 AS DOCUMENT #2009 001521 AND RE-RECORDED DATED DECEMBER 23, 2009 AS DOCUMENT #2009 084867 AND MODIFICATIONS OF MORTGAGE DATED JUNE 22, 2015 RECORDED JULY 15, 2015 AS DOCUMENT #2015 043487 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:

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 6450 INDIANAPOLIS BOULEVARD, HIGHLAND, IN

AMOUNT \$ 25
CASH _____ CHARGE _____
CHECK# 150 600417
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY bu

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 58498

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46375. The Real Property tax identification number is 45-06-01-483-020.000-023 AND 45-06-01-483-022.000-023 (BEGINNING IN 2015 : 45-06-01-483-023.000-023)

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

To modify the Mortgage as follows:

1. To amend the Real Property Address and Real Property Tax Identification number 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 24, 2015 , in the original principal amount of \$1, 123,367.20 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. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE. The maturity date of the Note is December 5, 2020."


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 responsibility 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 NOVEMBER 24, 2015.

GRANTOR:

LUKE LAND, LLC

By:


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



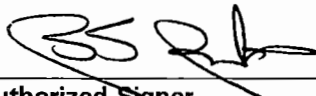
MODIFICATION OF MORTGAGE
(Continued)

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LENDER:

FIRST MIDWEST BANK

X 
Authorized Signer

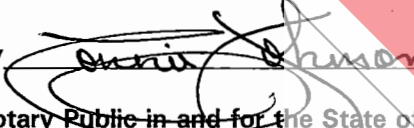
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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 
Notary Public in and for the State of



Residing at

My commission expires



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 58498

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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**.

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder

By [Signature]
Notary Public in and for the State of

Residing at
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

EXHIBIT "A"

Legal Description: Lot 1 in Luke's 165th Calumet Addition, being a re-plat of the following described property:

Parcel 1: Lot 17 and the North half of Lot 18, together with the East half of the vacated alley lying Westerly and adjoining said Lots, in Block 2, Calumet Heights;

Parcel 2: Lots 24, 26 and 27, and the South half of the vacated alley lying North of and adjoining said Lots, and West half of the vacated alley lying East of and adjoining Lot 24 and the South half of the vacated alley, in Block 2, Calumet Heights;

Parcel 3: Lot 25, in Block 2, and the South half of the vacated alley North of and adjoining, Calumet Heights;

Parcel 4: Lots 28 and 29 and the West half of the vacated alley lying East of and adjoining said Lots and the North half of the vacated alley lying South of and adjoining said Lot 28, and the West half of the vacated alley lying East of and adjoining the said South half of the vacated alley, in Block 2, Calumet Heights;

according to the Plat thereof recorded May 13, 2014 in Plat Book 107- page 21 as Document 2014-027021.

