

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 JUN -9 AM 10:37

MICHAEL B. BROWN
RECORDER

2016 035868

RECORDATION REQUESTED BY:

Old Plank Trail Community Bank N.A.
Old Plank Trail Community Bank - Mokena
20012 S. Wolf Road
Mokena, IL 60448

WHEN RECORDED MAIL TO:

Old Plank Trail Community Bank N.A.
Old Plank Trail Community Bank - Mokena
20012 S. Wolf Road
Mokena, IL 60448



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 5, 2016, is made and executed between MCFS Development, LLC, whose address is 8900 Wicker Avenue, Saint John, IN 46373 (referred to below as "Grantor") and Old Plank Trail Community Bank N.A., whose address is 20012 S. Wolf Road, Mokena, IL 60448 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 5, 2014 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded July 3, 2014 as document number 2014 038186 with 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 NW Quadrant W 133rd Ave & Marshall St, Crown Point, IN 46307. The Real Property tax identification number is 45-16-20-351-011.000-041;

- 45-16-19-456-002.000-042; 45-16-19-455-003.000-042;
- 45-16-19-452-008.000-042; 45-16-19-226-003.000-042;
- 45-16-19-455-008.000-042; 45-16-19-455-002.000-042;

**FIDELITY NATIONAL
TITLE COMPANY**

92014-1663 Old Plank trail

23.
1 Ref
PN
D

**MODIFICATION OF MORTGAGE
(Continued)**

45-16-19-452-007.000-042; 45-16-19-454-007.000-042;
45-16-20-351-001.000-041; 45-16-19-453-003.000-042;
45-16-19-455-004.000-042; 45-16-19-455-001.000-042.

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

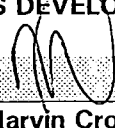
The "Note" means the Promissory Note dated June 5, 2014, in the original principal amount of \$729,704.80 from Grantor to Lender; the Promissory Note dated June 4, 2015, in the original principal amount of \$667,762.50 from Grantor to Lender; and the Promissory Note dated May 5, 2016, in the original principal amount of \$321,090.00 together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or agreements.


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 MAY 5, 2016.

GRANTOR:

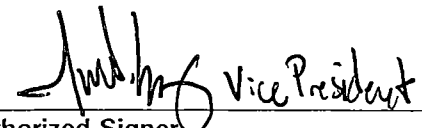
MCFS DEVELOPMENT, LLC

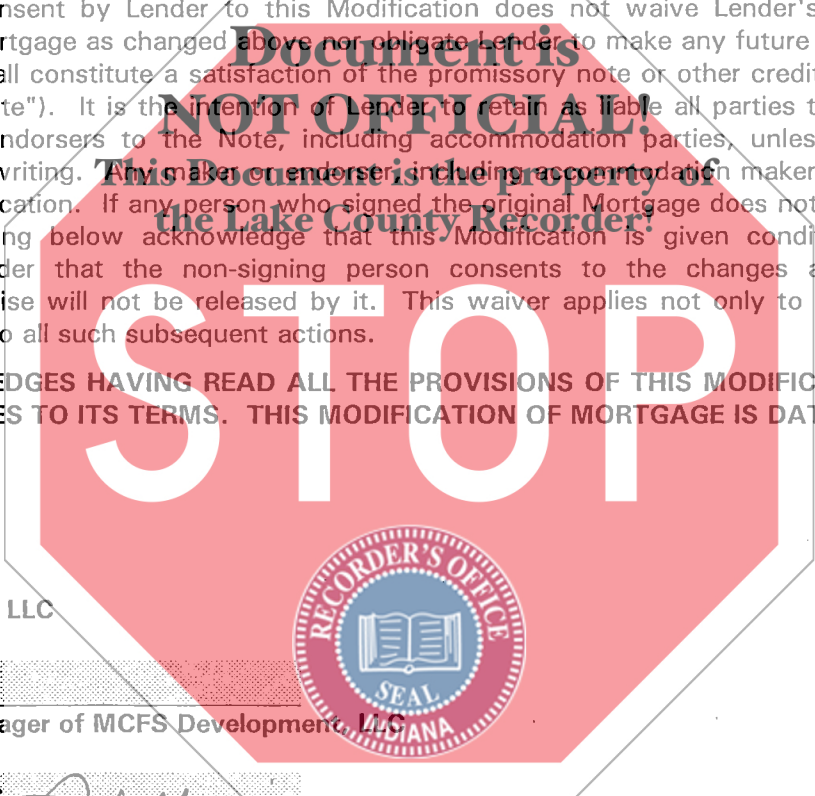
By: 
Marvin Crook, Manager of MCFS Development, LLC

By: 
Frank E. Schilling, Manager of MCFS Development, LLC

LENDER:

OLD PLANK TRAIL COMMUNITY BANK N.A.

x 
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

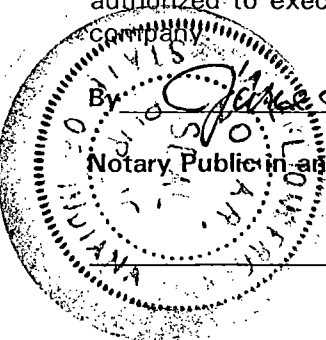
STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 12th day of May, 20 16, before me, the undersigned Notary Public, personally appeared **Marvin Crook, Manager of MCFS Development, LLC**;

and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

Document is NOT OFFICIAL!

This Document is the property of Marvin Crook Residing at Lake County
By Jane Honberger Notary Public in and for the State of Indiana My commission expires 10-3-22



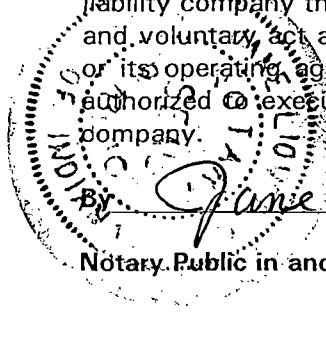
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 12th day of May, 20 16, before me, the undersigned Notary Public, personally appeared **Frank E. Schilling, Manager of MCFS Development, LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.



By Jane Honberger Residing at Lake County
Notary Public in and for the State of Indiana My commission expires 10-3-22



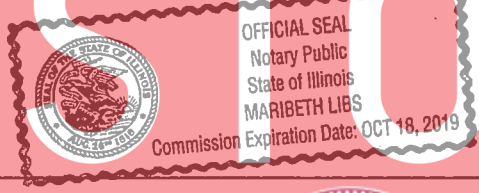
MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF Cook)

On this 10th day of May, 20 16, before me, the undersigned Notary Public, personally appeared J. Daniel Shelby and known to me to be the V.P., authorized agent for Old Plank Trail Community Bank N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Old Plank Trail Community Bank N.A., duly authorized by Old Plank Trail Community Bank N.A. 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 Old Plank Trail Community Bank N.A.

By Maribeth Libs Residing at Tinkey Park
Notary Public in and for the State of IL My commission expires 10/18/19



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 (Maribeth Libs, Commercial Loan Specialist).

This Modification of Mortgage was prepared by: Maribeth Libs, Commercial Loan Specialist

RECORDING PAGE

