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FILED FOR RECORD

2017 003212

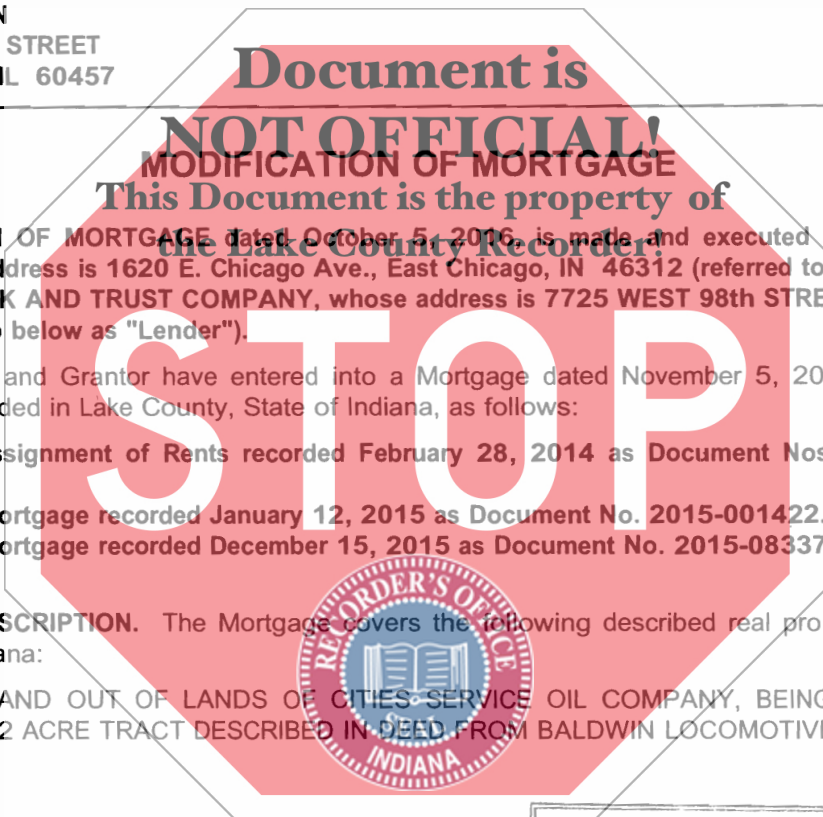
2017 JAN 18 AM 9:38

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:
STANDARD BANK AND TRUST COMPANY
EASTERN REGION
7725 WEST 98th STREET
HICKORY HILLS, IL 60457

WHEN RECORDED MAIL TO:
STANDARD BANK AND TRUST COMPANY
EASTERN REGION
7725 WEST 98th STREET
HICKORY HILLS, IL 60457

SEND TAX NOTICES TO:
STANDARD BANK AND TRUST COMPANY
EASTERN REGION
7725 WEST 98th STREET
HICKORY HILLS, IL 60457



THIS MODIFICATION OF MORTGAGE dated October 5, 2016, is made and executed between Midwestern Electric Inc, whose address is 1620 E. Chicago Ave., East Chicago, IN 46312 (referred to below as "Grantor") and STANDARD BANK AND TRUST COMPANY, whose address is 7725 WEST 98th STREET, HICKORY HILLS, IL 60457 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 5, 2013 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

- Mortgage and Assignment of Rents recorded February 28, 2014 as Document Nos. 2014-011783 and 2014-011784.
- Modification of Mortgage recorded January 12, 2015 as Document No. 2015-001422.
- Modification of Mortgage recorded December 15, 2015 as Document No. 2015-083374.

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

A PARCEL OF LAND OUT OF LANDS OF CITIES SERVICE OIL COMPANY, BEING A PART OF THAT CERTAIN 371.572 ACRE TRACT DESCRIBED IN DEED FROM BALDWIN LOCOMOTIVE WORKS, CHICAGO

OCONNOR TITLE SERVICES, INC.
162 W. HUBBARD ST
CHICAGO, IL 60654
170-11-80

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refer to
453820
AB
SP9

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 2013000308

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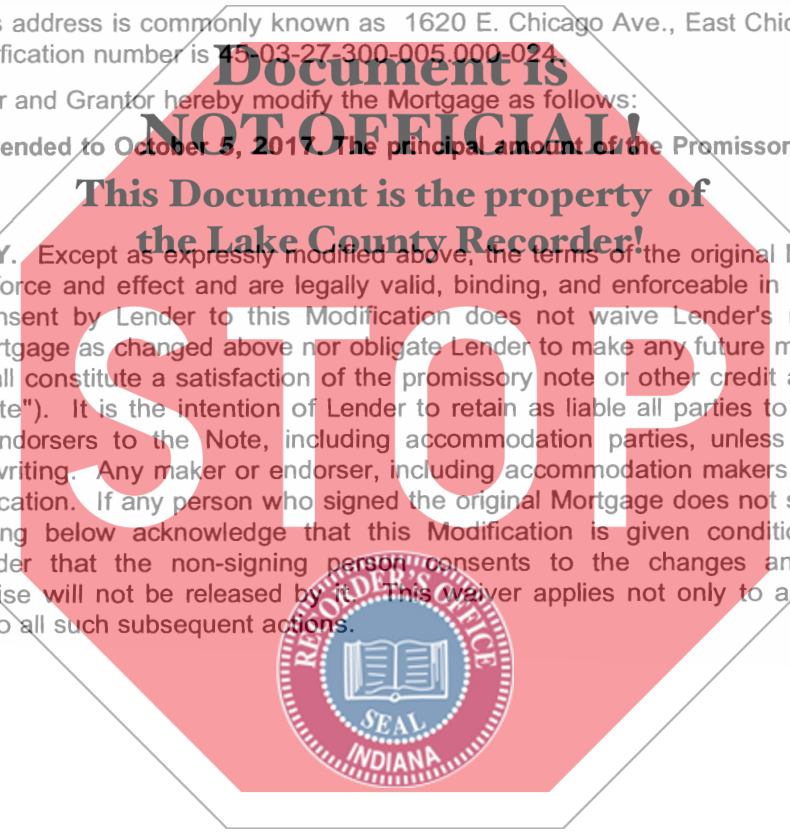
PLANT, TO EMPIRE REFINING COMPANY DATED MARCH 22, 1929 AND RECORDED IN VOLUME 439, PAGE 11, OF THE DEED RECORDS OF LAKE COUNTY, INDIANA, AND BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF SAID 371.572 ACRE TRACT AT A POINT 395.95 FEET (383.3 FEET LEASE DIMENSION) EAST OF THE EAST LINE OF PARRISH AVENUE OF THE CITY OF EAST CHICAGO, SAID BEGINNING POINT ALSO BEING ON THE SOUTH RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD, AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF THE 33-FOOT WIDE SAID RAILROAD'S SPUR TRACK EASEMENT; THENCE EAST ON THE SOUTH RIGHT OF WAY LINE OF SAID RAILROAD A DISTANCE OF 395.7 FEET TO THE EAST LINE OF THE CITIES SERVICE OIL COMPANY'S 30-FOOT MAINTENANCE ACCESS ROAD; THENCE SOUTH ON A STRAIGHT LINE THAT MAKES AN INTERIOR ANGLE WITH AFORESAID 395.7-FOOT LINE OF 90 DEGREES 06 MINUTES, MEASURED WEST TO SOUTH, AND ALONG SAID EAST LINE OF SAID 30-FOOT ACCESS ROAD A DISTANCE OF 349.60 FEET TO THE NORTH LINE OF CHICAGO AVENUE THENCE WEST ALONG THE NORTH LINE OF CHICAGO AVENUE 272.5 FEET TO THE EAST LINE OF BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY'S 33-FOOT WIDE EASEMENT; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID RAILROAD EASEMENT, SAME BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 512.17 FEET, THE LONG CHORD OF WHICH BEARS NORTH 46 DEGREES 38 MINUTE EAST AND HAVING AN ARC LENGTH OF 500.70 FEET AND A CHORD LENGTH OF 481.35 FEET, TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 1620 E. Chicago Ave., East Chicago, IN 46312. The Real Property tax identification number is 45-03-27-300-005.000-024.

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

Maturity date is extended to October 5, 2017. The principal amount of the Promissory Note is increased to \$1,250,000.00.

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.



**MODIFICATION OF MORTGAGE
(Continued)**

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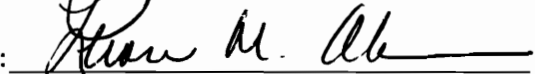
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 5, 2016.

GRANTOR:

MIDWESTERN ELECTRIC INC

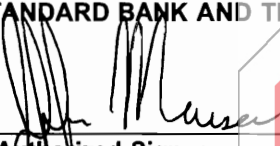
By: 
Ryan Rentschler, President of Midwestern Electric Inc

By: 
Ryan K. Lepper, Vice President of Midwestern Electric Inc

By: 
Lenore M. Obajtek, Vice President - Finance of Midwestern Electric Inc

LENDER:

STANDARD BANK AND TRUST COMPANY

X 
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 2013000308

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CORPORATE ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake

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On this 19th day of December, 20 16, before me, the undersigned Notary Public, personally appeared **Ryan Rentschler, President of Midwestern Electric Inc; Ryan K. Lepper, Vice President of Midwestern Electric Inc; and Lenore M. Obajtek, Vice President - Finance of Midwestern Electric Inc**, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at Lake County

Notary Public in and for the State of Indiana My commission expires 11-15-17



STATE OF Indiana

COUNTY OF Lake

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On this 19th day of December, 20 16, before me, the undersigned Notary Public, personally appeared Jeffrey Marsee and known to me to be the Asst. Vice President, authorized agent for **STANDARD BANK AND TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **STANDARD BANK AND TRUST COMPANY**, duly authorized by **STANDARD BANK AND TRUST COMPANY** 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 **STANDARD BANK AND TRUST COMPANY**.

By [Signature] Residing at Lake County

Notary Public in and for the State of Indiana My commission expires 11-15-17

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 2013000308

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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 (Shelley Glatt, Loan Documentation Specialist).

This Modification of Mortgage was prepared by: Shelley Glatt, Loan Documentation Specialist

