

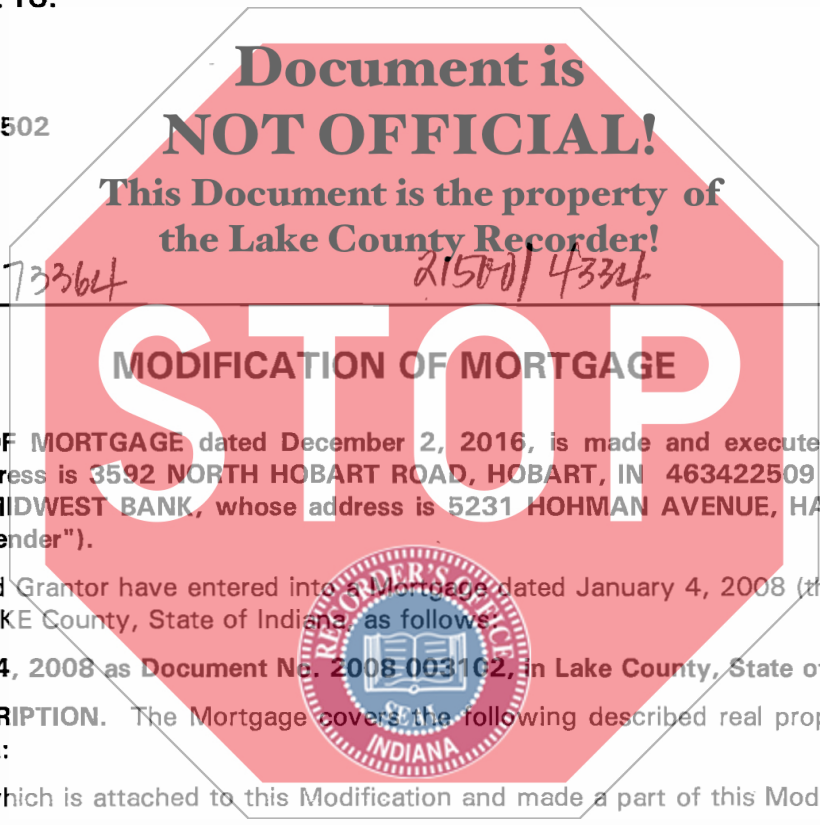
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2017 005218

LAKE COUNTY
FILED FOR RECORD
2017 JAN 24 AM 9:16
MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
HIGHLAND GROVE
5231 HOHMAN AVENUE
HAMMOND, IN 46320

WHEN RECORDED MAIL TO:
First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502



215022253-73364

2150014334

THIS MODIFICATION OF MORTGAGE dated December 2, 2016, is made and executed between **STATE & STATE LLC**, whose address is **3592 NORTH HOBART ROAD, HOBART, IN 463422509** (referred to below as "Grantor") and **FIRST MIDWEST BANK**, whose address is **5231 HOHMAN AVENUE, HAMMOND, IN 46320** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 4, 2008 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded January 14, 2008 as Document No. 2008 003102, in Lake County, State of 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 1 STATE STREET, HAMMOND, IN 463201524. The Real Property tax identification number is 45-02-36-102-015.000-023.

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

To delete the definition of "Note" therein its entirety and insert in lieu thereof the following: "Note. The

#23⁰⁰
1 reference
ck-10069269
AB
ck-100692791

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 73364

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word "Note" means the promissory notes dated December 2, 2016 in the original principal amount of \$1,000,000.00 and dated May 10, 2013 in the original principal amount of \$400,000.00 from Mark 76, LLC to Lender and the promissory note dated January 3, 2013 in the original principal amount of \$1,614,797.05 from State & State LLC 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 this Note is January 3, 2018. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE".

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 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 persons consent 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 DECEMBER 2, 2016.

GRANTOR:

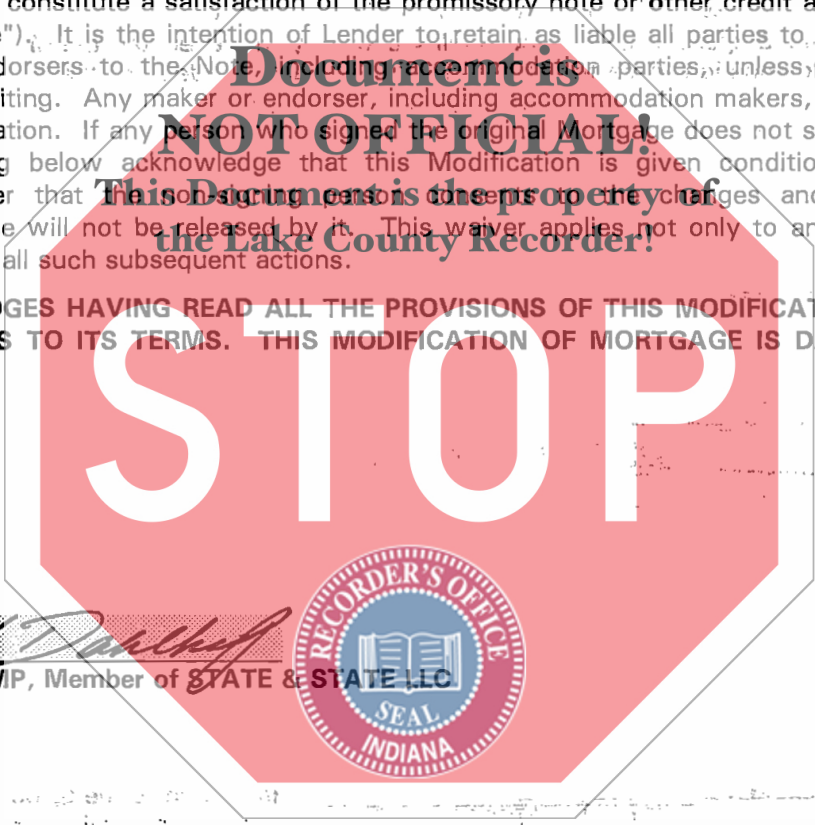
STATE & STATE LLC

By: *Mark Dahlkamp*
MARK W. DAHLKAMP, Member of STATE & STATE LLC

LENDER:

FIRST MIDWEST BANK

x *Phillip Green*
Authorized Signer



MODIFICATION OF MORTGAGE

Loan No: 73364

(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA)

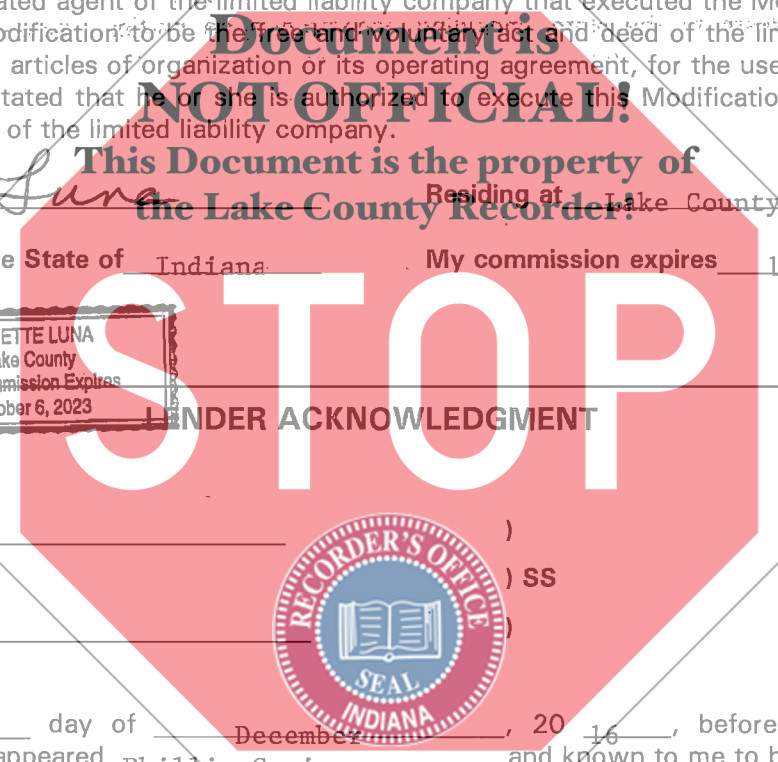
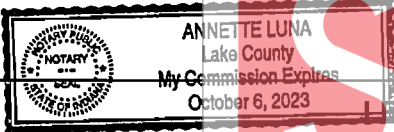
) SS

COUNTY OF LAKE)

On this 16th day of December, 2016, before me, the undersigned Notary Public, personally appeared MARK W. DAHLKAMP, Member of STATE & STATE 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 Annette Luna, This Document is the property of the Lake County Recorder, Residing at Lake County, Indiana

Notary Public in and for the State of Indiana My commission expires 10/06/2023



STATE OF INDIANA)

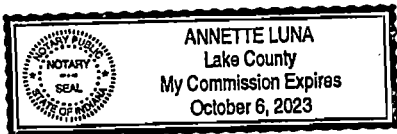
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COUNTY OF LAKE)

On this 16th day of December, 2016, before me, the undersigned Notary Public, personally appeared Phillip Greiner and known to me to be the Vice President, 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 Annette Luna, Residing at Lake County, Indiana

Notary Public in and for the State of Indiana My commission expires 10/06/2023



**MODIFICATION OF MORTGAGE
(Continued)**

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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 (Sandy Roseman).

This Modification of Mortgage was prepared by: FIRST MIDWEST BANK

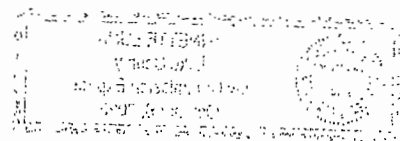


EXHIBIT "A"

Parcel 1: All of Lots 9 and 10 and Lot 11, except that part thereof conveyed to the City of Hammond by Deed dated November 28, 1911, and recorded April 18, 1912, in Deed Record 181, page 2, Block 1, Joseph Drackert's Addition in the City of Hammond, as per plat thereof, recorded in Plat Book 1, page 76, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: Part of the East 25 feet of Lot 12, Block 1, Joseph Drackert's Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 1, page 76, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows:

Beginning at the Northeast corner thereof, thence Southerly along the Easterly line of said Lot 12, to a point 10.3 feet Northerly from the Southeast corner of said Lot; thence North parallel to the State Line 61.52 feet to the Westerly line of the East 25 feet of said Lot 12, thence Northeasterly along said Westerly line to the Northerly line of said Lot 12; thence Southeasterly along said Northerly line 25 feet to the place of beginning.

