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2017 050016

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

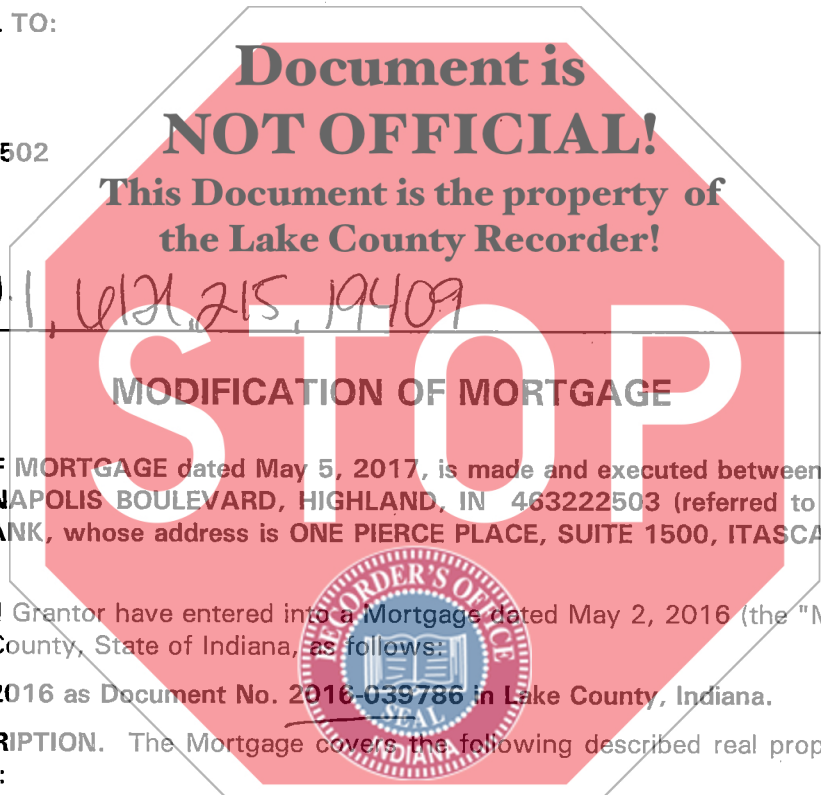
2017 AUG 10 AM 10:48

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

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2016000390-1, 6/28/2016, 19409

THIS MODIFICATION OF MORTGAGE dated May 5, 2017, is made and executed between **THEOS, LLC**, whose address is 9144 INDIANAPOLIS BOULEVARD, HIGHLAND, IN 463222503 (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 May 2, 2016 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded June 28, 2016 as Document No. 2016-039786 in Lake County, Indiana.

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

LOT 1 VILLAGE INN SUBDIVISION, OT THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 46, PAGE 13, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA AND THE WEST 100 FEET OF THE EAST 450 FEET OF THE SOUTH 133.2 FEET OF THE NORTH 660.96 FEET OF THE EAST 27.924 ACRES OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 9, OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 9144 INDIANAPOLIS BOULEVARD, HIGHLAND, IN

AMOUNT \$ 25100
CASH CHARGE
CHECK# 100736490
OVERAGE
COPY
NON-CONF
DEPUTY *MB*

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 1

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463222503. The Real Property tax identification number is 45-07-29-279-030.000-026 AND 45-07-29-279-031.000-026.

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 word "Note" means the promissory note dated May 5, 2017, in the original principal amount of \$200,000.00 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 July 5, 2019. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**" and in the paragraph titled "Maximum Lien" delete the words "exceed \$100,000.00" and replace with "exceed \$600,000.00".

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.

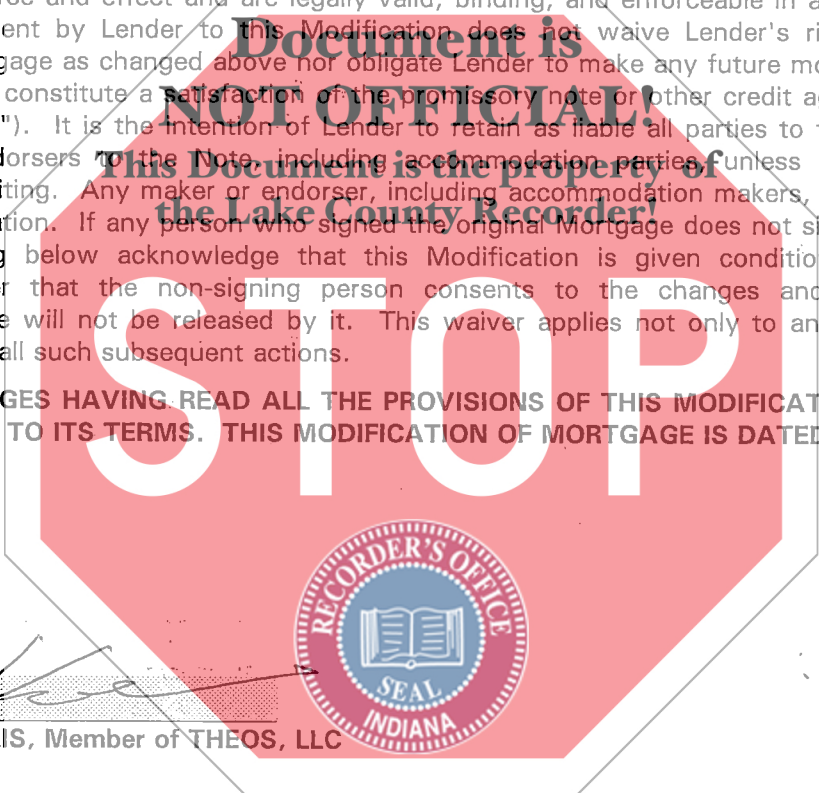
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 5, 2017.

GRANTOR:

THEOS, LLC

By:


THEODOROS KILDERIS, Member of THEOS, LLC



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 1

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LENDER:

FIRST MIDWEST BANK

X [Signature]
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

NOT OFFICIAL!

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

STATE OF INDIANA

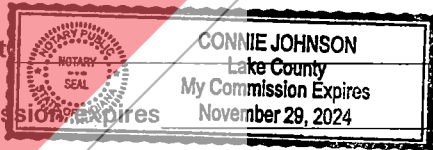
COUNTY OF LAKE

On this 27th day of July, 2017, before me, the undersigned Notary Public, personally appeared **THEODOROS KILDERIS, Member of THEOS, 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 [Signature]
Notary Public in and for the State of



Residing at _____
My commission expires _____



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 1

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LENDER ACKNOWLEDGMENT

STATE OF INDIANA)

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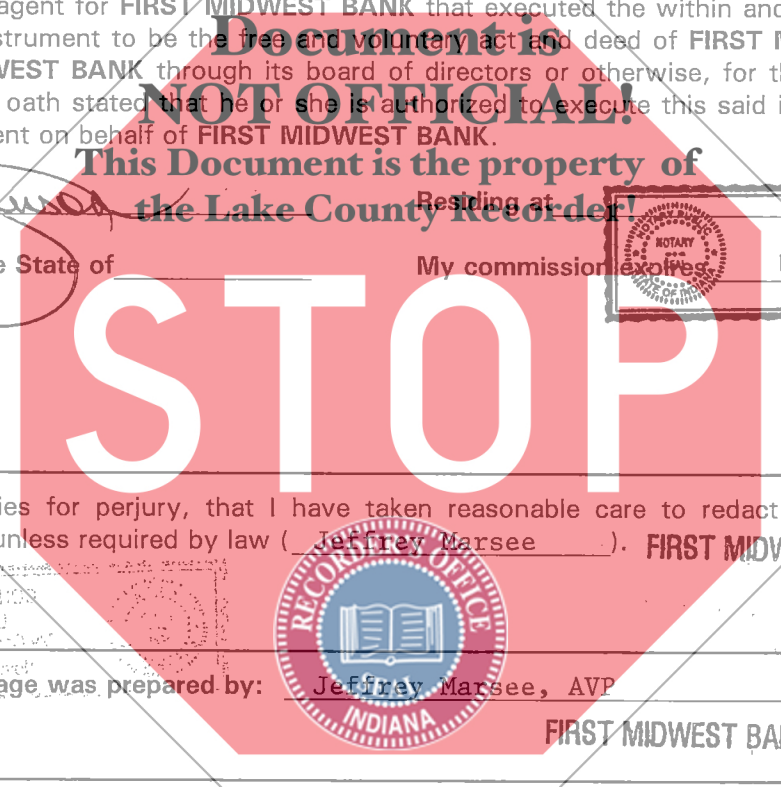
COUNTY OF LAKE)

On this 27th day of July, 20 17, before me, the undersigned Notary Public, personally appeared Jeffrey Marsee and known to me to be the AVP, 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] Resting at _____
Notary Public in and for the State of _____ My commission expires _____



CONNIE JOHNSON
Lake County
My Commission Expires
November 29, 2024



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 (Jeffrey Marsee). **FIRST MIDWEST BANK**

This Modification of Mortgage was prepared by: Jeffrey Marsee, AVP
FIRST MIDWEST BANK