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2017 065417

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 SEP 26 PM 12:14

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
HICKORY HILLS
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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215027861-336666 1953 37209

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 7, 2017, is made and executed between **BURGETT PROPERTIES LLC**, whose address is 4066 WEST 82ND AVENUE, MERRILLVILLE, IN 464106056 (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 September 6, 2012 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

RECORDED SEPTEMBER 14, 2012 AS DOCUMENT NO. 2012064520 IN LAKE COUNTY, INDIANA.

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

LOT 6 IN THE BRS INDUSTRIAL PARK, AN ADDITION TO THE TOWN OF MERRILLVILLE, LAKE COUNTY, INDIANA AS RECORDED IN PLAT BOOK 85, PAGE 17, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 4066 WEST 82ND AVENUE, MERRILLVILLE, IN 46410. The Real Property tax identification number is 45-12-19-326-004.000-030.

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

AMOUNT \$ 25100
CASH _____ CHARGE _____
CHECK# 100753159
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY JAS

E

**MODIFICATION OF MORTGAGE
(Continued)**

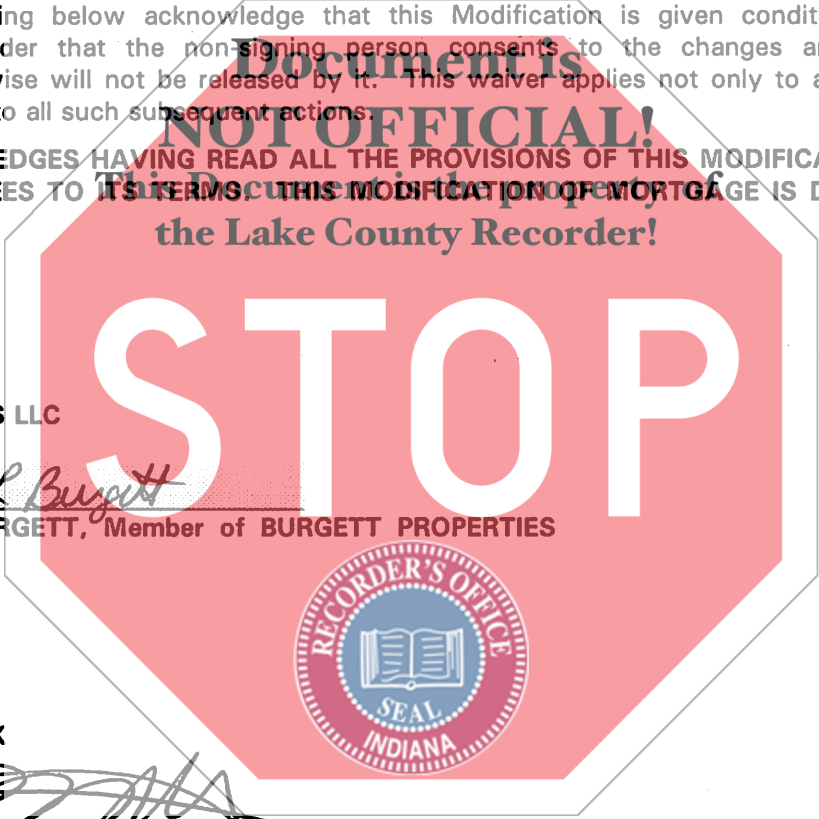
Loan No: 33666

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TO MODIFY THE DEFINITION OF "NOTE" BY DELETING THE SENTENCE, "THE MATURITY DATE OF THIS MORTGAGE IS SEPTEMBER 15, 2017" AND REPLACING IT WITH THE FOLLOWING: "THE MATURITY DATE OF THIS MORTGAGE IS SEPTEMBER 15, 2022".

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 SEPTEMBER 7, 2017.



GRANTOR:

BURGETT PROPERTIES LLC

By: Harrison L. Burgett
HARRISON L. BURGETT, Member of BURGETT PROPERTIES LLC

LENDER:

FIRST MIDWEST BANK

X [Signature]
Authorized Signer

MODIFICATION OF MORTGAGE
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

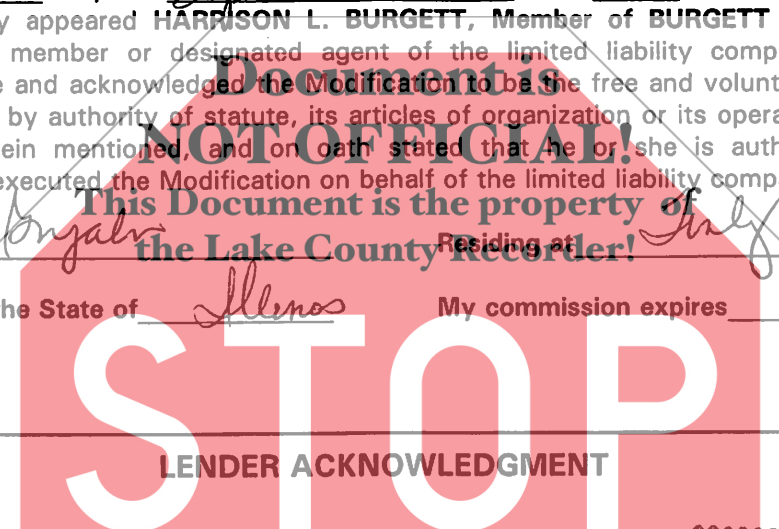
STATE OF Illinois

COUNTY OF Cook



On this 1st day of September, 20 17, before me, the undersigned Notary Public, personally appeared HARRISON L. BURGETT, Member of BURGETT PROPERTIES 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.

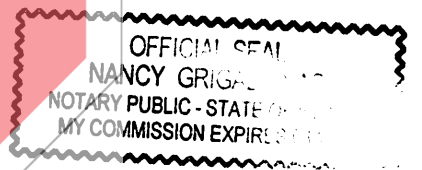
By Nancy Grigaliunas Residing at July Park
Notary Public in and for the State of Illinois My commission expires 3/27/2020



LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 1st day of September, 20 17, before me, the undersigned Notary Public, personally appeared William Park 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 Nancy Grigaliunas Residing at July Park
Notary Public in and for the State of Illinois My commission expires 3/27/2020



**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 33666

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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 (_____).

This Modification of Mortgage was prepared by: _____



RECORDING PAGE

