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2017 070092

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 OCT 17 AM 10: 04

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 Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

2005040405-14719 Off. 5298 #52906

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 26, 2017, is made and executed between BRYAN REAL ESTATE, LLC, whose address is 15126 CHASE STREET, CROWN POINT, IN 463078896 (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 June 29, 2017 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

RECORDED AUGUST 22, 2017 AS DOCUMENT #2017 055927 IN LAKE COUNTY, INDIANA.

REAL PROPERTY DESCRIPTION. The Mortgage coverence 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 7301 BROADWAY, MERRILLVILLE, IN 464104716. The Real Property tax identification number is 45-12-15-302-001.000-030.

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

| AMOUNT \$_ | 25,00 |
|------------|---------|
| . ^1 | 165761- |
| CHECK# | 100) |
| OVERAGE_ | |
| COPY | |
| NON-CONF. | d13 |
| DEPUTY | |

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Loan No: 14719

MODIFICATION OF MORTGAGE (Continued)

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TO DELETE FROM THE DEFINITION OF NOTE THE FOLLOWING: "THE MATURITY DATE OF THE NOTE IS JULY 29, 2017" AND INSERT IN LIEU THEREOF THE FOLLOWING: "THE MATURITY DATE OF THE NOTE IS JULY 30, 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, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MEDIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. LTHIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 26, 2017.

GRANTOR:

BRYAN REAL ESTATE (LC

DAVID J. BRYAN, Member of BRYAN REAL ESTATE L

LENDER:

FIRST MIDWEST BANK

Authorized Signer

Loan No: 14719

Notary Public in and for the State

MODIFICATION OF MORTGAGE (Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF INDIANA) SS COUNTY OF LAKE day of October ___, 20 17____, before me, the undersigned Notary Public, personally appeared DAVID J. BRYAN, Member of BRYAN REAL ESTATE, 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 optil stated that helor she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company. This Document is the property of the Lake Count Beridien at der CONNIE JOHNSON Lake County My Commission Expires Notary Public in and for the State of My commission November 29, 2024 LENDER ACKNOWLEDGMENT STATE OF INDIANA COUNTY OF LAKE 2nd day of , before me, the undersigned October Notary Public, personally appeared Vice President and known to me to be the Mike Utterback , authorized agent for FIRST WIDWEST 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. nuson Residing at Down CONNIE JOHNSON Lake County My Commission Expires

My commission

November 29, 2024

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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 (<u>M. Utterback</u>).

This Modification of Mortgage was prepared by: M. Utterback, Vice President



