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2017 085755

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 DEC 18 AM 9:51

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

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

2016001000-75132

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 8, 2017, is made and executed between BLAINE GARY LLC, whose address is 9525 BRYN MAWR AVENUE, SUITE 955, ROSEMONT, IL 600181429 (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 October 25, 2016 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded October 27, 2016 as Document #2016 072644 in Lake County, 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 333 BLAINE STREET, GARY, IN 46406. The Real Property tax identification number is 45-07-02-127-002.000-004.

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

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 75132

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DELETE FROM THE DEFINITION OF NOTE THE FOLLOWING: "THE MATURITY DATE OF THE NOTE IS AUGUST 5, 2017" AND INSERT IN LIEU THEREOF THE FOLLOWING: "THE MATURITY DATE OF THE NOTE IS NOVEMBER 8, 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. R R

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITSITERMS CUHISOMODISICATION OF PROFIGACE IS DATED NOVEMBER 8. the Lake County Recorder!

2017.

GRANTOR:

BLAINE GARY LLC

CARY GOLDMAN A/K/A CARY ORRIN GOLDMAN, Manager of **BLAINE GARY LLC**

LENDER:

FIRST MIDWEST BANK

Authorized Signer

MODIFICATION OF MORTGAGE

Loan No: 75132 (Continued) Page 3 LIMITED LIABILITY COMPANY ACKNOWLEDGMENT OFFICIAL SEAL STATE OF **SOFIA MICHIS** Notary Public - State of Illinois) SS My Commission Expires Feb 24, 2019 COUNTY OF COOK On this 20 th day of November, 20 1, before me, the undersigned Notary Public, personally appeared CARY GOLDMAN A/K/A CARY ORRIN GOLDMAN, Manager of BLAINE GARY 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. **Jocument is the property of** Kildare Ct. Corol Stream, iL the Lake Count Parding tder Notary Public in and for the State of My commission expires LENDER ACKNOWLEDGMENT OFFICIAL SEAL Notary Public STATE OF MINING State of Illinois LISA COLLAZO Commission #: 796409 Comprission Expiration Date: DEC 26, 201 COUNTY OF COX On this 20th 20 day , before me, the undersigned and known to me to be the OH(0. Notary Public, personally appeared & (105) , 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.

Notary Public in and for the State of \\.

Residing at HICKY HILLS

My commission expires 220

MODIFICATION OF MORTGAGE (Continued)

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This Modification of Mortgage was prepared by:

FIRST MIDWEST BANK



Parcel I: (fee)

Part of the East half of the Northwest Quarter of Section 2, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at a "T" rail at the center of said Section 2 thence West along the South line of the Northwest Quarter of Section 2, a distance of 100 feet; thence North 00 degrees 15 minutes 30 seconds West parallel with the East line of the Northwest Quarter of said Section 2 and running along the West right-of-way line of the Elgin Joliet & Eastern Railroad a distance of 1910.89 feet to the point of beginning which is also 714.45 feet South of the North line of said Section 2; thence South 00 degrees 15 minutes 30 seconds East, along the West right-of-way line of the Elgin Joliet & Eastern Railroad 400.31 feet; thence North 89 degrees 57 minutes 15 seconds West, to the East right-of-way line of Blaine Street, A distance of 1168.90 feet; thence North 00 degrees 15 minutes 30 seconds West, along said East right-of-way line of Blaine Street, 399.99 feet; thence South 89 degrees 58 minutes 12 seconds East to the West right-of-way line of the Elgin Joliet & Eastern Railroad, 1163.90 feet to the point of beginning.

Excepting therefrom: NOT OFFICIAL

Part of the East 1/2 of the Northwest 1/4 of Section 2 Tolveship 36 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, being particularly described as: Commencing at a "T" rail at the center of said Section 2; thence West along the South line of the Northwest 1/4 of Section 2, 100 feet; thence North 00 degrees 15 Minutes 30 seconds West parallel with the East line of the Northwest 1/4 of said Section 2 along the West right-of-way line of the Elgin Joilet and Eastern Railroad, a distance of 1910.89 feet to the POINT OF BEGINNING, which is 714.45 feet South of the North line of said Section 2; thence South 00 degrees 15 minutes 30 seconds East, along the West right-of-way line of the Elgin Joliet and Eastern Railroad, 400.31 feet; thence North 89 degrees 57 minutes 15 seconds West, 602.95 feet; thence North 00 degrees 15 Minutes 30 seconds West, 400.16 feet; thence South 89 degrees 58 minutes 12 seconds East to the West right-of-way line of the Elgin Joliet and Eastern Railroad, 602.95 feet to the point of beginning.

Parcel II (easement):

TOGETHER with those non-exclusive easements for drainage and sanitary sewer as reserved in a Warranty Deed dated April 15, 2003 and recorded April 22, 2003 as Decement No. 2003 04/0427, made by Maverick Transportation, Inc., to LB Partners, an Illinois partnership in the Office of the Recorder of Lake County, Indiana.