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2017 085756

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2017 DEC 18 AM 9:51

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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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 22, 2017, is made and executed between FIRST MIDWEST BANK, AS SUCCESSOR IN INTEREST TO STANDARD BANK AND TRUST COMPANY, not personally but as Trustee on behalf of TRUST NO. 21051, whose address is 2801 WEST JEFFERSON STREET, JOLIET, IL 60435 (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 22, 2011 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

RECORDED ON JULY 7, 2011 AS DOCUMENT NO. 2009-039717 AND RE-RECORDED ON JANUARY 11, 2012 AS DOCUMENT NO. 2012-003253, A MODIFICATION OF MORTGAGE DATED JULY 5, 2014 AND RECORDED ON OCTOBER 14, 2014 AS DOCUMENT NO. 2014-64985, AND A MODIFICATION OF MORTGAGE DATED OCTOBER 5, 2014 AND RECORDED ON DECEMBER 19, 2014 AS DOCUMENT NO. 2014-80899.

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

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23 AND PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH,

AMOUNT \$	25150
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OVERAGE_	
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RANGE 9, WEST OF THE 2ND PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 WHICH IS 431.50 FEET WEST OF THE SOUTHEAST CORNER THEREOF, THENCE NORTH 1378.5 FEET TO THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY 30, THENCE NORTHWESTERLY ON SAID RIGHT OF WAY LINE 162.26 FEET, THENCE SOUTH 1426.66 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, THENCE EAST 155.20 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 6909 WEST US HIGHWAY 30, SCHERERVILLE, IN 463750000. The Real Property tax identification number is 45-11-23-201-002.000-036 & 45-11-23-201-003.000-036.

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

TO DELETE FROM THE DEFINITION OF NOTE THE FOLLOWING: "THE MATURITY DATE OF THE NOTE IS OCTOBER 5, 2017" AND REPLACE IT WITH THE FOLLOWING: THE MATURITY DATE OF THE NOTE IS JANUARY 5, 2018."

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 Tender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above not obligate leader to take 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 encorsers to the Note, including accommodation parties, unless released by Lender in writing. Any maker or endorser, including accommodation makers, 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.



MODIFICATION OF MORTGAGE (Continued)

Loan No: 1

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 22, 2017.

GRANTOR:

TRUST NO. 21051

FIRST MIDWEST BANK, AS SUCCESSOR IN INTEREST TO STANDARD BANK AND TRUST COMPANY, AS TRUSTED UNDER TRUST NO. 21051

By:

| Proceedings | Procedence | Proceedings | Procedence | Proceedings | Procedence | Proceedings | Procedence | Proceedings | Proceedings | Proceedings | Procedence | Proceedings | Procedence | Proceedings | Proceedings | Procedence | Procedence | Procedence | Procedence | Procedence | Procedence | Proceedings | Procedence | Procedence | Procedence | Procedence | Procedence | Procedence | Procedence

This Modification of Mortgage is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No. 21051, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

Loan No: 1

MODIFICATION OF MORTGAGE (Continued)

Page 4

TRUST ACKNOWLEDGMENT							
STATE OF	Illinois)				
) SS				
COUNTY OF	Cook)				
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On this Notary Public,	5th day personally appeare	of <u>December</u> d <u>Joy L. Hooper</u>	. 20 17	, before me, the undersigned Trust Officer of			
FIRST MIDWES	ST BANK, AS SUC	CESSOR IN INTEREST	TO STANDARD B	ANK AND TRUST COMPANY, AS			
to be an author the Modificatio documents or,	rized trustee or agen n to be the free ar by authority of statu rized to execute this	t of the trust that executed voluntary act and dute, for the uses and pu	uted the Modification of the trust, rposes therein mer	JST NO. 21051, and known to me on of Mortgage and acknowledged by authority set forth in the trust ntioned and on oath stated that he diffication on behalf of the trust.			
By Sita	Z. Pasil	the Lake Coun	Residing at Hic	kory Hills, IL			
Notary Public in	and for the State of	f Illinois	NOTA:-	OFFICIAL SEAL SUFA L PASIK PUBLIC - STATE OF ILLINOIS MMISSION EXPIRES:04/18/21			
STATE OF \(\frac{1}{\chi}\)	diana	LÉNDER ACKNOV	VLEDGMENT				
COUNTY OF $\underline{\ \ }$	are	JEAN SEA					
nesilos / , and acknowledge authorized by Fitherein mention	ged said instrument I IRST MIDWEST BA ed, and on oath sta	FIRST MIDWEST BAN to be the free and volu NK through its board of	K that executed the untary act and deed of directors or other uthorized to execute	before me, the undersigned to me to be the AST VICE within and foregoing instrument d of FIRST MIDWEST BANK, duly prwise, for the uses and purposes te this said instrument and in fact			
ву Д	100	I d'a c	Residing at	Le County			
Notary Public in	and for the State o	f 100,000	My commission e	expires_[[-[J-d]]			

LOUISE MARTIN
NOTARY PUBLIC
SEAL
LAKE COUNTY, STATE OF INDIANA
My Commission Profess November 15, 2025

I affirm, under the penalties for perjury, that I is number in this document, unless required by law (have taken reasonable	care to	redact e	ach Social	Security
This Modification of Mortgage was prepared by:	FIRST MIDWEŚT BAN	<u> </u>			

