

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 086405

2017 DEC 20 AM 9:58

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

First Merchants Bank
Muncie Main Branch
200 E. Jackson Street
Muncie, IN 47305

WHEN RECORDED MAIL TO:

First Merchants Bank
ATTN: Loan Operations - Documents
P. O. Box 7011
Muncie, IN 47308

**Document is
NOT OFFICIAL!**

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

**STOP
MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated December 1, 2017, is made and executed between IL. & IN. Restaurant Realty LLC, whose address is 1702 Camellia Lane, Schaumburg, IL 60173-2005 (referred to below as "Grantor") and First Merchants Bank, whose address is 200 E. Jackson Street, Muncie, IN 47305 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 7, 2016 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Real estate mortgage dated July 7, 2016 and recorded July 21, 2016 as instrument number 2016045390 and modified July 31, 2017 and recorded August 25, 2017 as instrument number 2017057675 in the office of the recorder of Lake County, IN to First Merchants Bank.

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

Lot 5 in Marina District Development, a Planned Unit Development, Addition to the City of Hammond, Lake County, Indiana as per plat thereof, recorded in Plat Book 108, page 91; Affidavit of Correction recorded March 21, 2016, in the Office of the Recorder of Lake County, Indiana, as affected by Affidavit of Correction dated March 15, 2016, and recorded March 21, 2016 as Instrument No. 2016 017100 in the Office of the Recorder of Lake County, Indiana.

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**MODIFICATION OF MORTGAGE
(Continued)**

The Real Property or its address is commonly known as 938 Indianapolis Blvd, Hammond, IN 46320. The Real Property tax identification number is 45-02-01-201-001.000-023; 45-02-01-126-008.000-023; 45-02-01-127-004-000.023; MS4 Hammond Storm Water Assessment.

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

The word "Note" means the promissory note dated December 1, 2017 in the original principal amount of \$2,125,000.00 from Borrower/Grantor 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 December 1, 2027.

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 DECEMBER 1, 2017.

GRANTOR:

IL. & IN. RESTAURANT REALTY LLC


By: 

Michael J. Ruben, Member of IL. & IN. Restaurant Realty LLC



LENDER:

FIRST MERCHANTS BANK

x 
Authorized Signer Jamie Matthews

MODIFICATION OF MORTGAGE
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

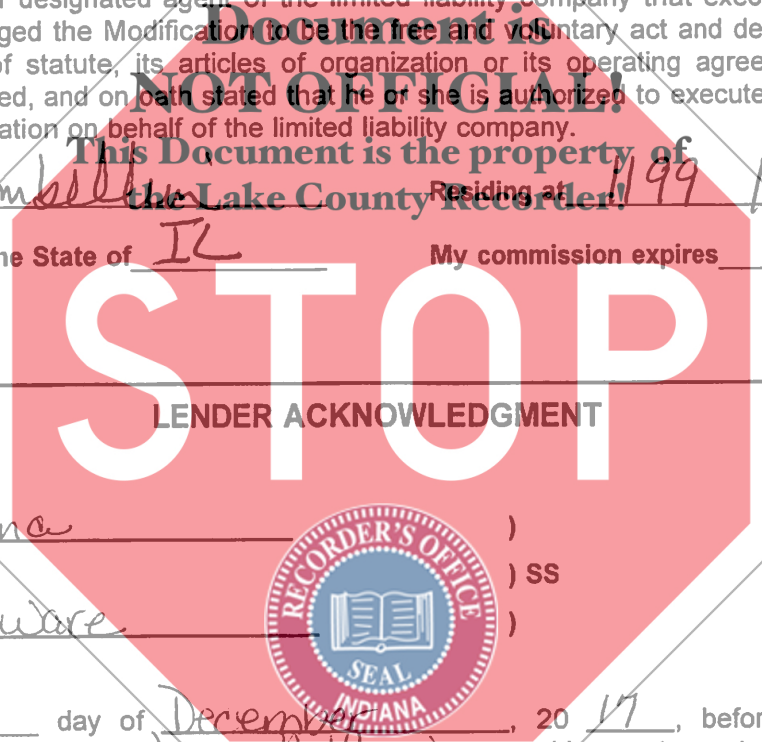
STATE OF IL

COUNTY OF COOK



On this 1st day of December, 20 17, before me, the undersigned Notary Public, personally appeared Michael J. Ruben, Member of IL & IN. Restaurant Realty 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 Sonia Tambellini Residing at 1199 Niggins
Notary Public in and for the State of IL My commission expires 9/21/19



LENDER ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Delaware



On this 6th day of December, 20 17, before me, the undersigned Notary Public, personally appeared Jamie Matthews and known to me to be the Relationship Manager, authorized agent for First Merchants Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Merchants Bank, duly authorized by First Merchants 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 Merchants Bank.

By Diane K. Phillips Residing at Delaware County
Notary Public in and for the State of Indiana My commission expires November 29, 2022



Diane K. Phillips, Notary Public
Delaware County, State of Indiana
My Commission Expires
November 29, 2022

**MODIFICATION OF MORTGAGE
(Continued)**

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 (Katy Callahan, Commercial Fulfillment Review Specialist).

This Modification of Mortgage was prepared by: Katy Callahan, Commercial Fulfillment Review Specialist

