

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 088076

2017 DEC 28 AM 8:37

MICHAEL B. BROWN
RECORDER

4
RECORDATION REQUESTED BY:
Providence Bank & Trust
630 East 162nd Street
P.O. Box 706
South Holland, IL 60473

WHEN RECORDED MAIL TO:
Providence Bank & Trust
630 East 162nd Street
P.O. Box 706
South Holland, IL 60473

H25405935



THIS MODIFICATION OF MORTGAGE dated November 30, 2017, is made and executed between BLUEBIRD INVESTMENTS, LLC, an Illinois limited liability company, whose address is 1501 E MAIN ST, GRIFFITH, IN 46319-2913 (referred to below as "Grantor") and Providence Bank & Trust, whose address is 630 East 162nd Street , P.O. Box 706, South Holland, IL 60473 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 18, 2016 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded August 23, 2016 as Document No. 2016 057050.

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

PARCEL 1: LOT 1 IN METRO RECYCLING, AN ADDITION TO THE TOWN OF GRIFFITH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 94, PAGE 92 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2: THE EAST 1/2 OF THE NORTH 1/2 OF THE FOLLOWING DESCRIBED TRACT; THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, EXCEPT THE EAST 9 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 THEREOF, ALSO KNOWN AS LOT

25.-
CK. 0029305701
D

**MODIFICATION OF MORTGAGE
(Continued)**

1, GLIDEWELL ACRE, AS SHOWN IN PLAT BOOK 54, PAGE 55, LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as PARCEL 1: 1409 EAST MAIN STREET, GRIFFITH, INDIANA 46319; PARCEL 2: 1501 EAST MAIN STREET, GRIFFITH, IN 46319. The Real Property tax identification number is PARCEL 1: 45-11-01-126-003.000-033; PARCEL 2: 45-11-01-126-002.000-033.

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

MAXIMUM LIEN. The lien of this Mortgage is increased and shall not exceed at any one time \$5,600,000.00.

DEFINITIONS.

Note. The word "Note" means the promissory note dated November 30, 2017, in the original principal amount of \$2,800,000.00 from Borrower 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 May 30, 2018. **THE NOTE IS GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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.

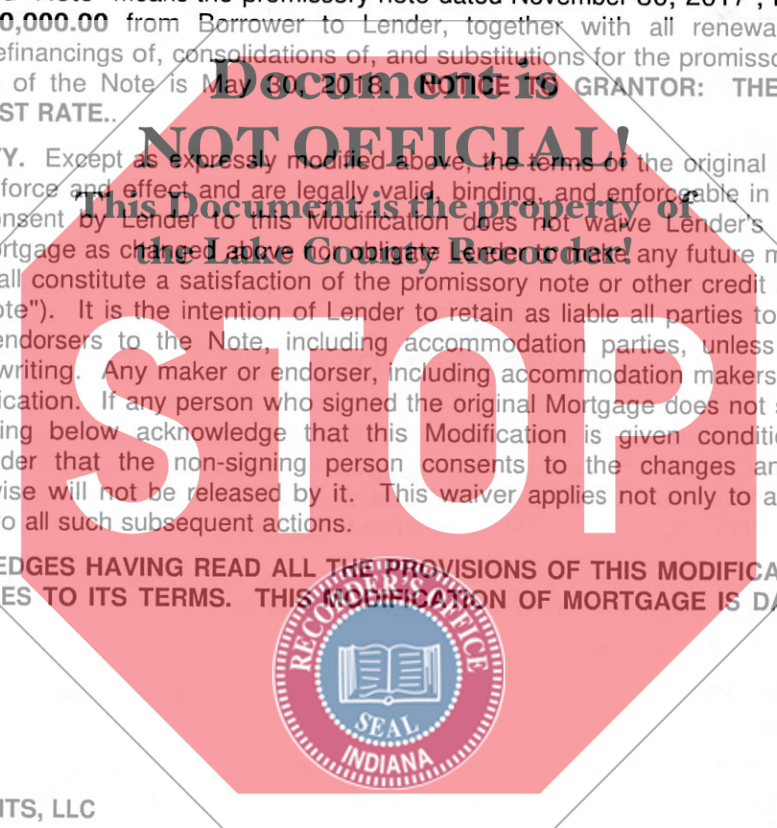
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 30, 2017.

GRANTOR:

BLUEBIRD INVESTMENTS, LLC

By: 

STEVEN W. DYKSTRA, Member of BLUEBIRD INVESTMENTS, LLC



MODIFICATION OF MORTGAGE
(Continued)

LENDER:

PROVIDENCE BANK & TRUST

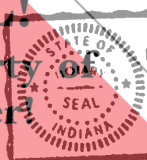
x *Charm Z...*
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

NOT OFFICIAL!

STATE OF Indiana
COUNTY OF Lake

This Document is the property of
the Lake County Recorder) SS



ALICE VILLANUEVA
Notary Public, State of Indiana
Lake County
Commission # 665270
My Commission Expires
March 11, 2023

On this 30 day of November, 2017, before me, the undersigned Notary Public, personally appeared **STEVEN W. DYKSTRA**, Member of **BLUEBIRD INVESTMENTS, 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 *Alice Villanueva* Residing at Lake County
Notary Public in and for the State of Indiana My commission expires 3-11-2023



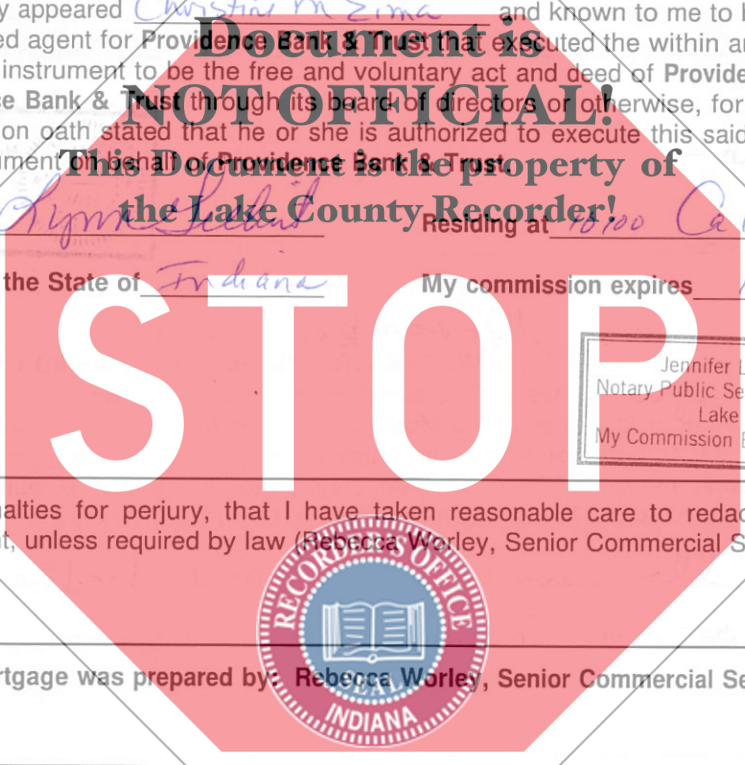
MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 30 day of November, 2017, before me, the undersigned Notary Public, personally appeared Christine M Zima, and known to me to be the Lender, authorized agent for Providence Bank & Trust that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Providence Bank & Trust, duly authorized by Providence Bank & Trust 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 Providence Bank & Trust.

By Jennifer Lynn Gilbert Residing at 10100 Calumet Ave Dyer In
Notary Public in and for the State of Indiana My commission expires 12/8/2019



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 (Rebecca Worley, Senior Commercial Services Associate).

This Modification of Mortgage was prepared by: Rebecca Worley, Senior Commercial Services Associate