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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 026656

2019 MAY -8 AM 9:45

MICHAEL B. BROWN
RECORDER

This instrument prepared by
and return to:

James V. Inendino, Esq.
Thompson Coburn LLP
55 East Monroe Street, 37th Floor
Chicago, Illinois 60603

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NOT OFFICIAL!**

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

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FIRST MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT

THIS FIRST MODIFICATION OF MORTGAGE AND SECURITY AGREEMENT (the "First Modification of Mortgage") is made as of April 22, 2019, by and between PLATINUM REALTY LLC-S, SERIES A, an Indiana series limited liability company ("Mortgagor" or "Borrower"), with an address of 1001 Calumet Avenue, Dyer, Indiana 46321 and FIRST MIDWEST BANK, with an address of 7800 West 95th Street, Hickory Hills, Illinois 60457 (together with its successors and assigns, "Lender").

RECITALS

A. Borrower and Lender are parties to that certain Loan Agreement dated as of February 12, 2018, as the same has been amended from time to time (the "Loan Agreement"), whereby Lender agreed to make a certain construction and term loan in the aggregate amount of up to \$8,428,906.00 available to Borrower (the "Loan"), which is evidenced by a \$8,428,906.00 Term Note issued by Borrower in favor of Lender (the "Note"). Borrower and Lender have entered into that certain First Amendment To Loan Agreement, Note, Mortgage and Loan Documents of even date herewith (the "First Amendment" and together with the Loan Agreement is collectively referred to as the "Loan Agreement").

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B. Borrower has requested that Lender modify the Loan pursuant to the First Amendment and release a portion of the real estate that serves as collateral for the Loan under the Mortgage (as defined below).

C. The Loan is currently secured by, and the parties intend that the Loan remain secured by, among other things, that certain Mortgage and Security Agreement (the “Mortgage”) dated as of February 12, 2018, made by Mortgagor for the benefit of Lender and recorded on February 16, 2018 as Instrument No. 2018010837 with the Lake County Recorder of Deeds.

D. Borrower and Lender desire to modify the Mortgage as set forth herein and pursuant to the Loan Agreement.

1. MODIFICATIONS TO MORTGAGE.

1.1 All references in the Mortgage to maturity date of the Loan, are hereby amended, and replaced in their entirety, with April 1, 2024.

1.2 The Legal Description in the Mortgage is hereby amended and restated and replaced in its entirety with the legal description set forth on Exhibit A attached hereto.

2. CONDITIONS PRECEDENT. This First Modification of Mortgage shall become effective only upon the satisfaction of all of the following conditions:

2.1 Each of Borrower and Lender, as applicable, shall have executed original counterparts of this First Modification of Mortgage, the Loan Agreement, the Note, and all documents required by the Loan Agreement and Borrower shall have delivered executed original counterparts of the foregoing documents to Lender.

2.2 Chicago Title Insurance Company shall have issued to Lender such title endorsements as Lender may reasonably request to insure the continued first priority lien of the Mortgage.

2.3 This First Modification of Mortgage shall have been recorded with the Lake County, Indiana Recorder of Deeds.

3. INCORPORATION. This First Modification of Mortgage shall form a part of each Loan Document, and all references in any Loan Document to the Mortgage shall mean the Mortgage as hereby modified.

4. NO PREJUDICE - RESERVATION OF RIGHTS. This First Modification of Mortgage shall not prejudice any rights or remedies of Lender under the Loan Documents, as modified hereby.

5. NO IMPAIRMENT. Except as specifically hereby amended, the Mortgage shall remain unaffected by this First Modification of Mortgage and shall remain in full force and effect. Nothing in this Agreement shall impair the lien of the Mortgage or any other security documents associated with the Loan. The Mortgage, as amended hereby, shall remain a first lien encumbering the Property. Borrower covenants, represents and warrants to maintain and cause to be maintained the continued first lien priority of the Mortgage. Borrower covenants and agrees at its sole cost and expense, to protect, defend, indemnify and hold Lender, its directors, officers, shareholders, employees, agents, successors and assigns harmless from and against any and all losses, liabilities, obligations, claims, damages, penalties, causes of action, fines, costs and expenses, including without limitation, litigation costs (including, without limitation, reasonable attorneys' fees, expenses, sums paid in settlement of claims and any such fees and expenses), directly or indirectly imposed upon or incurred by or asserted against Lender, its directors, officers, shareholders, employees, agents, successors and assigns, arising out of or in connection with any liens or encumbrances intervening between the recordation of the Mortgage and the recordation of this First Modification of Mortgage.

6. MISCELLANEOUS. This First Modification of Mortgage may be executed in counterparts, and all such counterparts shall constitute but one and the same document. If any court of competent jurisdiction determines any provision of this First Modification of Mortgage to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of the Loan Documents.

[signature pages follow]

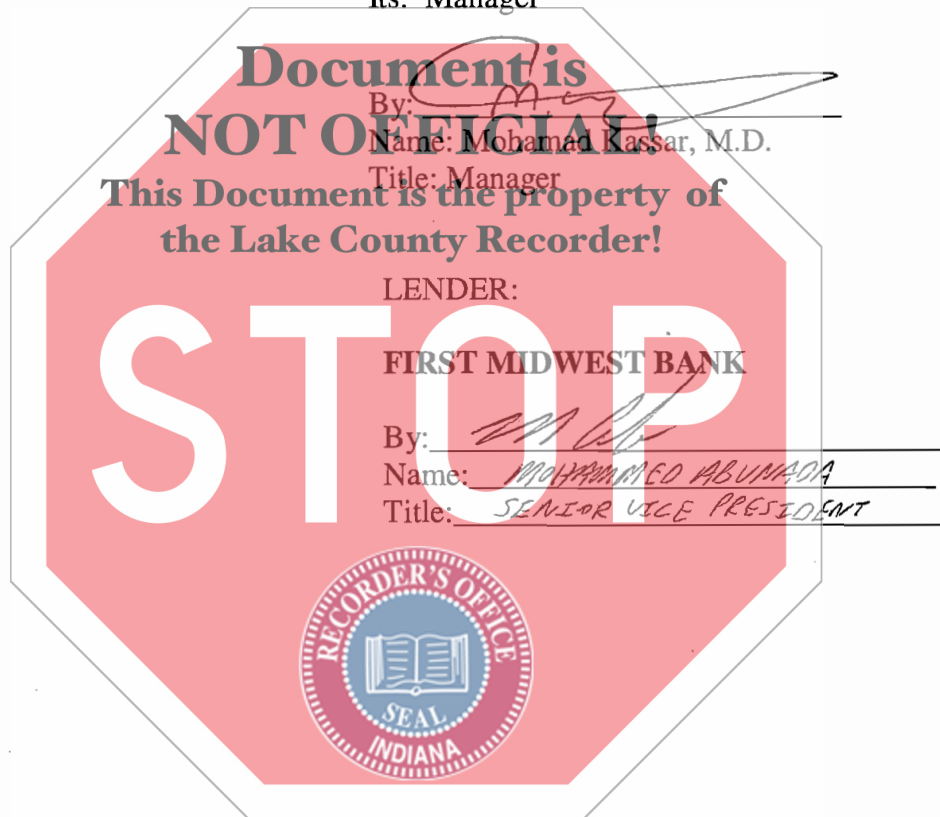


IN WITNESS WHEREOF, the parties hereto executed, or in the case of the Lender, have caused this First Modification of Mortgage to be executed by an officer thereunto duly authorized as of the date first above written.

MORTGAGOR:

PLATINUM REALTY LLC-S, SERIES A,
an Indiana series limited liability company

By: Platinum Realty LLC-S,
an Indiana series limited liability company
Its: Manager



STATE OF Illinois)
COUNTY OF Cook) SS

On this, the 22nd day of April, 2019, before me, a Notary Public, the undersigned officer, personally appeared Mohamad Kassar, M.D., who acknowledged himself/herself to be the Manager of PLATINUM REALTY LLC-S, an Indiana series limited liability company and Manager of Mortgagor, and that he, as such manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



My commission expires: _____
Notary Public: Courtney C. Skoraczewski
Print Name: Courtney C. Skoraczewski
County of Residence: Cook

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Mohamad Kassar personally known to me to be the Sr. Vice President of FIRST MIDWEST BANK appeared before me this day in person and acknowledged that said person signed and delivered the said instrument as _____ pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 22nd day of April, 2019.

Courtney C. Skoraczewski
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES 8.17.22



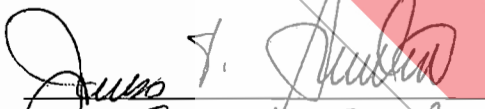
EXHIBIT A

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, TOWN OF DYER, LAKE COUNTY, INDIANA, SAID PARCEL BEING PART OF LOT 1 IN CORNERSTONE BAPTIST CHURCH ADDITION, AN ADDITION TO THE TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 91 PAGE 31, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SAID PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE SOUTH 00 DEGREES 43 MINUTES 54 SECONDS WEST (BASIS OF BEARINGS IS PER SAID PLAT), 327.16 FEET ALONG THE WEST LINE OF SAID LOT 1; THENCE SOUTH 89 DEGREES 16 MINUTES 06 SECONDS EAST, 295.79 FEET; THENCE NORTH 00 DEGREES 43 MINUTES 54 SECONDS EAST, 26.32 FEET; THENCE SOUTH 89 DEGREES 06 MINUTES 27 SECONDS EAST, 302.97 FEET MORE OR LESS TO THE EAST LINE OF SAID LOT 1, BEING THE CENTER OF HART DITCH; THENCE NORTH 26 DEGREES 04 MINUTES 40 SECONDS EAST, 322.49 FEET ALONG SAID EAST LINE OF SAID LOT 1, ALSO BEING THE CENTER OF SAID HART DITCH TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 88 DEGREES 21 MINUTES 39 SECONDS WEST, 646.89 FEET ALONG THE NORTH LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, CONTAINING 4.06 ACRES MORE OR LESS.

Parcel ID No.: 45-11-06-301-004.000-034

Common Address: 1001 Calumet Avenue, Dyer, Indiana 46321

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.


Name: James V. Invernado



, Declarant