

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 063049

2019 SEP 18 AM 9:07

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
HIGHLAND GROVE
8750 WEST BRYN MAWR AVENUE
SUITE 1300
CHICAGO, IL 60631-3655

WHEN RECORDED MAIL TO:
First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

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NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

STOP
MODIFICATION OF MORTGAGE

CME 7369
Product 1016063

THIS MODIFICATION OF MORTGAGE dated July 10, 2019, is made and executed between TKM ENTERPRISES, L.L.C., whose address is 7110 WEST 21ST AVENUE, GARY, IN 464062406 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 8750 WEST BRYN MAWR AVENUE, SUITE 1300, CHICAGO, IL 60631-3655 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 13, 2010 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded October 21, 2010 as Document No. 2010 061439 in Lake County, Indiana, a Modification of Mortgage dated September 29, 2010, recorded February 7, 2011 as Document No. 2011 006778, in Lake County, Indiana, a Modification of Mortgage dated March 29, 2011, recorded May 17, 2011 as Document No. 2011 027249 in Lake County, Indiana, a Modification of Mortgage dated July 12, 2011, recorded July 27, 2011, as Document No. 2011 040389 in Lake County, Indiana, a Modification of Mortgage dated July 12, 2012, recorded September 6, 2012 as Document No. 2012 060365 in Lake County, Indiana, a Modification of Mortgage dated December 23, 2012, recorded January 30, 2013 as Document No. 2013 007644 in Lake County, Indiana, a Modification of Mortgage dated July 12, 2013, recorded August 28, 2013 as Document No. 2013 063302 in Lake County, Indiana, a Modification of Mortgage dated September 2, 2014, recorded September 17, 2014 as Document No. 2014 056068 in Lake County, Indiana, a Modification of Mortgage dated October 27 2014, recorded December 10, 2014 as Document

AMOUNT \$ 25,100
CASH CHARGE
CHECK # 100950949
OVERAGE
COPY
NON-CONF
DEPUTY

**MODIFICATION OF MORTGAGE
(Continued)**

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No. 2014 078566 in Lake County, Indiana, a Modification of Mortgage dated July 8, 2015, recorded July 24, 2015 as Document No. 2015 046065 in Lake County, Indiana, a Modification of Mortgage dated July 12, 2016, recorded September 13, 2016 as Document No. 2016 061831 in Lake County, Indiana, a Modification of Mortgage dated September 5, 2016, recorded October 24, 2016 as Document No. 2016 071062 in Lake County Indiana, and a Modification of Mortgage dated September 5, 2016, recorded October 24, 2016 as Document No. 2016 071063 in Lake County Indiana.

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

PARCEL 1: THE SOUTH 405.75 FEET OF THE EAST 206.00 FEET OF BLOCK 14 IN J.E. PARKE'S SUBDIVISION TO THE CITY OF GARY, AS SHOWN IN PLAT BOOK 2, PAGE 46, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, TOGETHER WITH VACATED FULTON STREET, ADJACENT THERETO.

PARCEL 2: THE NORTH 188.00 FEET OF THE EAST 206.00 FEET OF BLOCK 14 IN J.E. PARKE'S SUBDIVISION TO THE CITY OF GARY, AS SHOWN IN PLAT BOOK 2, PAGE 46, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, TOGETHER WITH VACATED FULTON STREET, ADJACENT THERETO.

PARCEL 3: LOTS 20, 21, 22 AND 23, EXCEPT THE WEST 9.65 FEET THEREOF, AND THAT PART OF LOTS 18 AND 19 LYING EAST OF A LINE DRAWN THROUGH SAID LOTS 18 AND 19, WHICH LINE IS A PROJECTION NORTHWARDLY OF A LINE THAT IS 9.65 FEET EAST OF THE WEST LINE OF LOT 23, AND THAT PART OF THE VACATED 14 FOOT ALLEY NO. 14 LYING ADJACENT TO AND SOUTH OF THAT PART OF LOT 19 ABOVE DESCRIBED AND NORTH OF AND ADJACENT TO LOTS 20, 21 AND 22 AND THAT PART OF LOT 23 ABOVE DESCRIBED, AS EVIDENCED IN CONFIRMATORY RESOLUTION NO. 9786, RECORDED DECEMBER 14, 1961, IN MISCELLANEOUS RECORD 817, PAGE 312, AS DOCUMENT NO. 373608, ALL IN BLOCK 2, CALDWELL'S 7 ADDITION TO TOLLESTON, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 22, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 4: LOT 27, (EXCEPT THE WEST 9.65 FEET THEREOF) ALL OF LOTS 24, 25 AND 26, AND THE WEST 9.65 FEET OF LOT 23 AND LOTS 30 AND 31 (EXCEPT THE WEST 70.03 FEET THEREOF OF BOTH LOTS); THAT PART OF VACATED 16 FOOT ALLEY NO. 76 WEST, LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF AFORESAID LOT 31 TO THE NORTHWEST CORNER OF LOT 18; THE EAST 100 FEET OF THE WEST 170.03 FEET MEASURED FROM THE EAST LINE OF VACATED BRYAN STREET OF VACATED 14 FOOT ALLEY NO. 14 SOUTH; THAT PART OF LOTS 18 AND 19 LYING WEST OF A LINE DRAWN THROUGH SAID LOTS 18 AND 19 WHICH LINE IS A PROJECTION NORTHWARD OF A LINE THAT IS .65 FEET EAST OF THE WEST LINE OF LOT 23, BLOCK 2. CALDWELL'S 7 ADDITION TO TOLLESTON, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 22, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 7200 West 21st Avenue, aka 7110 W 21st Avenue and 1368-1370, 1372-1374 Blaine Street, 7400-7402, 7404-7406, 7408-7410, 7412-7414 & 7416 W 15th Avenue, Gary, IN 464060000. The Real Property tax identification number is 45-07-11-377-006.000-004 AND 45-07-11-156-027.000-004.

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

TO AMEND THE REAL PROPERTY LEGAL DESCRIPTION AND ADDRESS AS DESCRIBED ABOVE

TO AMEND THE REAL PROPERTY TAX IDENTIFICATION NUMBER AS DESCRIBED ABOVE.

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

**MODIFICATION OF MORTGAGE
(Continued)**

the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser 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 JULY 10, 2019.

GRANTOR:

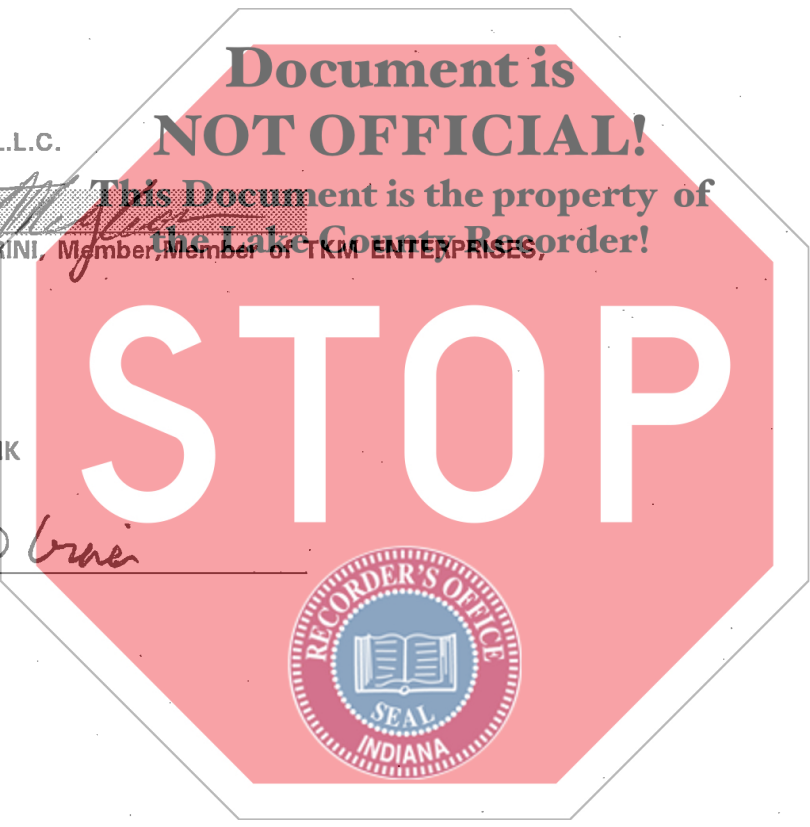
TKM ENTERPRISES, L.L.C.

By:  **ROBERT MIGLIORINI**, Member, Member of TKM ENTERPRISES, L.L.C.

LENDER:

FIRST MIDWEST BANK

X  **Authorized Signer**



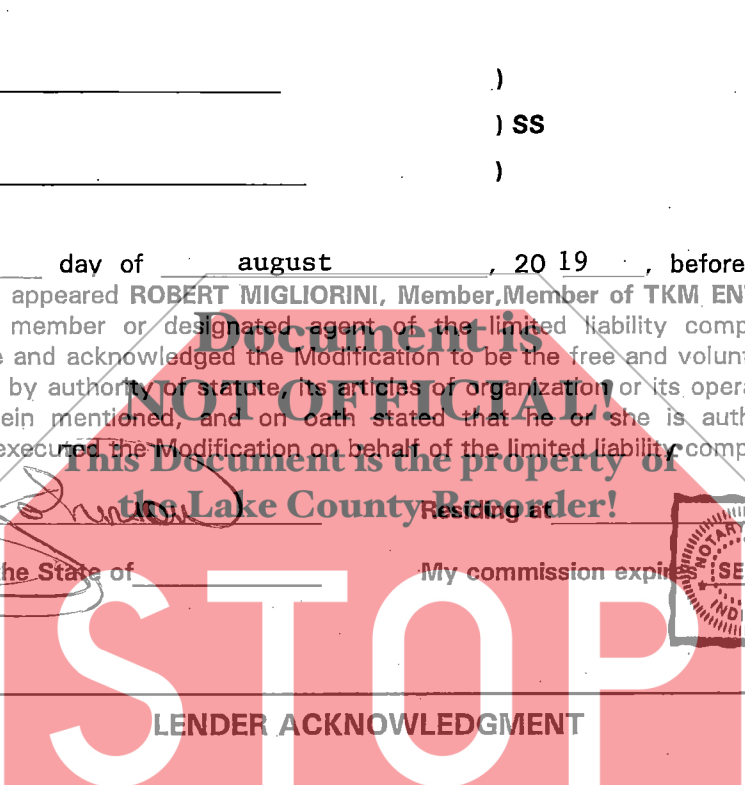
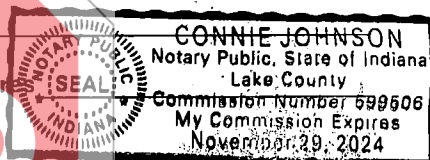
MODIFICATION OF MORTGAGE
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 9th day of august, 20 19, before me, the undersigned Notary Public, personally appeared **ROBERT MIGLIORINI, Member, Member of TKM ENTERPRISES, L.L.C.**, 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 [Signature] Residing at _____
Notary Public in and for the State of _____ My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 9th day of August, 20 19, before me, the undersigned Notary Public, personally appeared Phillip Greiner and known to me to be the Vice President, 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**.

By [Signature] Residing at _____
Notary Public in and for the State of _____ My commission expires _____



**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 (Phillip Greiner).

This Modification of Mortgage was prepared by: Phillip Greiner, Vice President



RECORDING PAGE

