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RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
HAMMOND HESSVILLE
6611 KENNEDY AVENUE
HAMMOND, IN 46323-1545

2019-082878

2019 Dec 3 9:11 AM

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

WHEN RECORDED MAIL TO:
FIRST MIDWEST BANK
HAMMOND HESSVILLE
6611 KENNEDY AVENUE
HAMMOND, IN 46323-1545

MODIFICATION OF MORTGAGE

NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STOP



THIS MODIFICATION OF MORTGAGE dated November 9, 2019, is made and executed between HESSVILLE MUFFLERS, INC., whose address is 6135 KENNEDY AVENUE, HAMMOND, IN 463231063 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is 6611 KENNEDY AVENUE, HAMMOND, IN 46323-1545 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 10, 2009 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded November 10, 2009 as Document #2009-076372 and Modifications of Mortgage dated September 26, 2012 Recorded October 22, 2012 as Document #2012-073732, dated November 9, 2014 Recorded June 8, 2015 as Document #2015-037905 in Lake County, Indiana.

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

LOTS 1 THROUGH 4 IN BLOCK 2, TURNER-MEYN PARK, IN THE CITY OF HAMMOND, AS SHOWN IN PLAY BOOK 19, PAGE 12, IN LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 6135 Kennedy Avenue, Hammond, IN 46323. The Real Property tax identification number is 45-07-04-402-001.000.23.

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

\$25.00

V#100980611

MB

**MODIFICATION OF MORTGAGE
(Continued)**

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 NOVEMBER 9, 2019 AND INSERT IN LIEU THEREOF THE FOLLOWING: "THE MATURITY DATE OF THE NOTE IS NOVEMBER 9, 2024.

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 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 NOVEMBER 9, 2019.

GRANTOR:

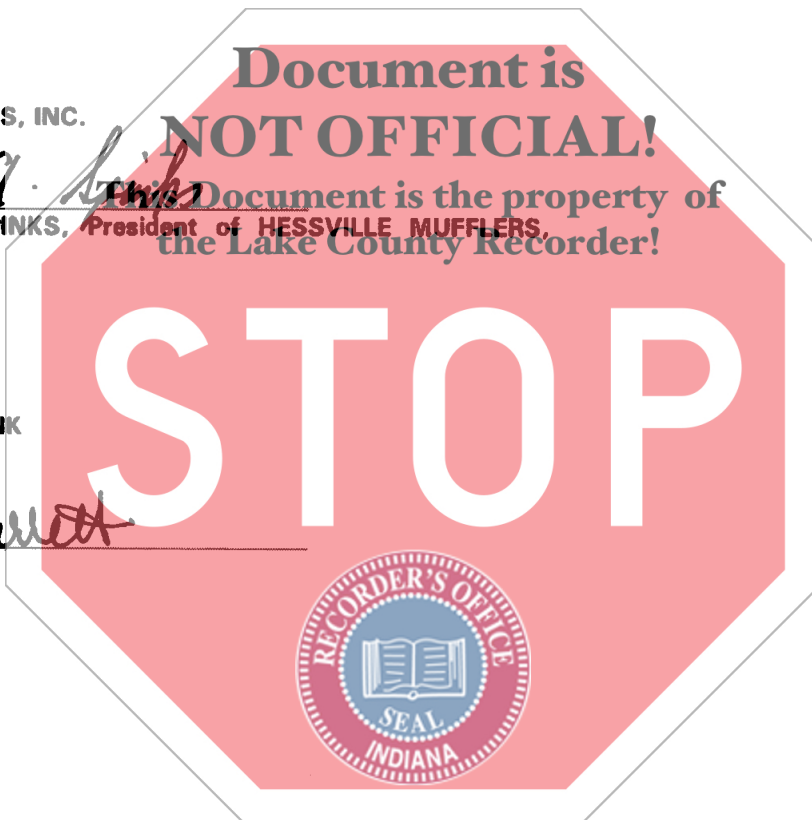
HESSVILLE MUFFLERS, INC.

By: Richard A. Spinks
RICHARD A. SPINKS, President of HESSVILLE MUFFLERS, INC.

LENDER:

FIRST MIDWEST BANK

X R. Harrell
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

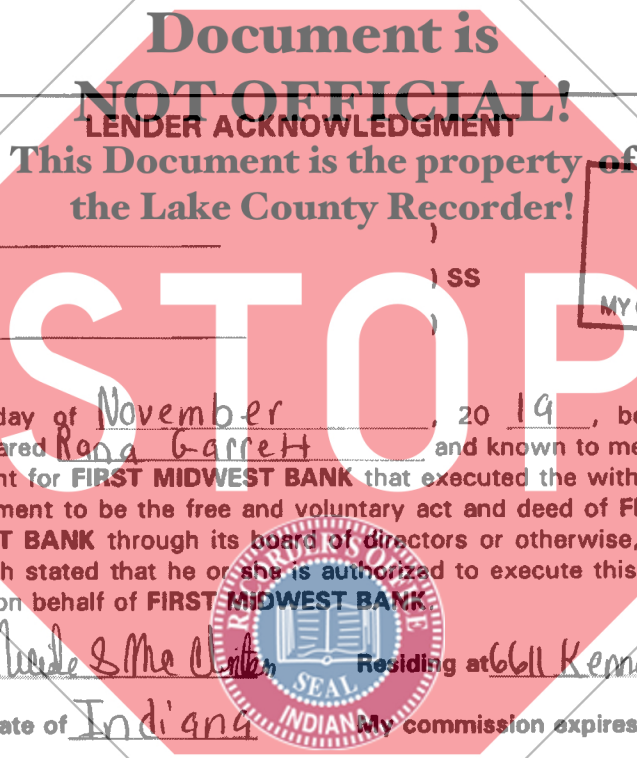
CORPORATE ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

NICOLE S. MCCLINTON
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES APR. 18, 2025

On this 07th day of November, 2019, before me, the undersigned Notary Public, personally appeared **RICHARD A. SPINKS**, President of **HESSVILLE MUFFLERS, INC.**, and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Nicole S. McClinton Nicole S. McClinton Residing at 6611 Kennedy Ave. Hammond In 46323
Notary Public in and for the State of Indiana My commission expires April 18, 2025



STATE OF Indiana)
) SS
COUNTY OF Lake)

NICOLE S. MCCLINTON
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES APR. 18, 2025

On this 07th day of November, 2019, before me, the undersigned Notary Public, personally appeared Rana Garrett and known to me to be the Branch Manager, 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 Nicole S. McClinton Nicole S. McClinton Residing at 6611 Kennedy Ave Hammond In 46323
Notary Public in and for the State of Indiana My commission expires April 18, 2025



**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 (FIRST MIDWEST BANK). PHIL LEHNER

This Modification of Mortgage was prepared by: PHIL LEHNER

