

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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First Financial Bank, National Association  
Mortgagor: White Hawk Properties, LLC  
Loan Numbers: 2400002311 and 223006480

**COPY**  
MICHAEL A. BROWN  
RECORDER

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Lake County, Indiana

**COPY**

**AMENDMENT TO OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT, AND FIXTURE FILING**

THIS AMENDMENT TO OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING (this "Amendment") is entered into as of February 26, 2009 (the "Effective Date"), by **WHITE HAWK PROPERTIES, LLC**, an Indiana limited liability company and successor in interest by deed to White Hawk Country Club Corp., located at 1001 White Hawk Drive, Crown Point, Indiana 46307 ("Mortgagor"), in favor of **FIRST FINANCIAL BANK, NATIONAL ASSOCIATION**, a national banking association and successor in interest to Sand Ridge Bank ("SRB"), with principal offices located at 300 High Street, Hamilton, Ohio 45011 ("Mortgagee"), and is as follows:

**Preliminary Statements**

A. Mortgagor and Mortgagee are parties to that certain Open-End Mortgage, Assignment of Rents and Leases, and Fixture Filing dated as of June 17, 2005 and recorded on June 30, 2005 with the Lake County, Indiana Recorder's Office as Document No. ~~2002-054127~~ (as heretofore amended, the "Mortgage"). Capitalized terms used but not defined herein shall have the meanings given to them in the Mortgage.

B. Mortgagor and Mortgagee desire to amend the Mortgage, as more specifically set forth herein, all on the terms, and subject to the conditions, of this Amendment.

**Statement of Amendment**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. **Amendment to Mortgage**. Exhibit A to the Mortgage is hereby supplemented by the addition of the document attached hereto as Exhibit A, to be added to the end of the existing Exhibit A. Accordingly, for all purposes of the Mortgage, on and after the Effective Date, the "Real Estate" as defined in the Mortgage, shall be deemed to include the real estate described in Exhibit A attached hereto. Without limiting any other provision of this Amendment or the Mortgage, as security for the full, prompt and complete payment and performance by Mortgagor of all of its obligations, liabilities, and indebtedness to Mortgagee (collectively, the "Obligations"), Mortgagor hereby specifically grants and re-grants, bargains, mortgages, warrants, sells, encumbers, conveys, assigns and transfers to Mortgagee, its successors and assigns forever, all estate, title and interest of Mortgagor in and to the real estate described in Exhibit A attached hereto.

2. **One Agreement; References; Reaffirmation of Security**. Except as expressly amended hereby, all of the provisions of the Mortgage are ratified and confirmed and remain in full force and effect. To the extent that the provisions of this Amendment are inconsistent with the provisions of the Mortgage, the provisions of this Amendment shall control and the Mortgage shall be deemed to be amended hereby. The Mortgage, as amended by this Amendment, will be construed as one agreement. All references in any loan documents with respect to the Obligations (collectively, the "Loan Documents") to the Mortgage will be deemed to be references to the Mortgage, as heretofore amended and as amended by this Amendment. This Amendment however, is in no way intended, nor shall it be construed, to affect, replace, impair or extinguish the creation, attachment, perfection or priority of the security interests in, and other liens on, the Property granted to, or held by, Mortgagee pursuant to the Mortgage, which security interests and other liens Mortgagor, by this Amendment, acknowledges, reaffirms, confirms and, as applicable, re-grants to Mortgagee, and which security interests and other liens continue in existence under the Mortgage, as amended by this Amendment. Without limiting the generality of the ratifications contained elsewhere in this Amendment, (i) Mortgagor ratifies and reaffirms any and all grants to Mortgagee of liens on the Property as security for the Obligations and (ii) Mortgagor

\* A true and complete copy of this Amendment is being re-recorded to correctly reference the original Mortgage in Recital A as Document No. 2005 054127.

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acknowledges and confirms that the grants of the liens on the Property (a) represent continuing liens on all of the Property, (b) secure all of the Obligations, and (c) represent valid, first priority liens on the Property, except to the extent of any liens expressly permitted by the Loan Documents.

**3. Additional Properties; Multiple Remedies; Last Dollar Provisions.** As additional security for the payment, performance and observance of the Obligations, Mortgagor has granted security interests in personal property and additional real property liens pursuant to certain security agreements and mortgages (the "Additional Security Documents"), which Additional Security Documents encumber real and personal properties (including land and improvements and other property of the type encumbered by the Mortgage) (such properties encumbered by the Additional Security Documents being called, collectively, the "Additional Properties"). Mortgagor acknowledges and agrees that all of the collateral and other security for the Obligations, including without limitation the Property and the Additional Properties, secure all of the Obligations. Mortgagor therefore waives and relinquishes any and all rights Mortgagor may have, whether at law or equity, to require Mortgagee to proceed to enforce or exercise any rights, powers or remedies it may have under the Mortgage or any of the other the Loan Documents in any particular manner, in any particular order or in any particular jurisdiction. Furthermore, Mortgagor acknowledges and agrees that Mortgagee shall have the right to enforce payment of the Obligations, and to exercise all rights, powers and remedies provided under the Mortgage or any of the other Loan Documents or applicable law, by one or more proceedings, whether contemporaneous, consecutive or both in any one or more jurisdictions in which any of the Property or the Additional Properties are situated. The enforcement of any of the Loan Documents in one jurisdiction, whether by court action or otherwise, shall not prejudice or in any way limit or preclude enforcement of any of the Loan Documents through one or more additional proceedings in that state or in any other jurisdiction. In the event that the maximum principal amount secured by the Mortgage is less than the aggregate Obligations, then the amount secured by the Mortgage shall be reduced only by the last and final sums that Mortgagor or other obligors on the Obligations repay with respect to the Obligations and shall not be reduced by any intervening repayments of the Obligations. So long as the balance of the Obligations exceeds the amount secured by the Mortgage, any payments of the Obligations shall not be deemed to be applied against, or to reduce, the portion of the Obligations secured by the Mortgage. Such payments shall instead be deemed to reduce only such portions of the Obligations as are secured by collateral other than the Property or are unsecured.

[Signature Page Follows]

STOP



IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Amendment as of the Effective Date.

WHITE HAWK PROPERTIES, LLC

By: [Signature]  
Paul Switzer, Member and Manager

FIRST FINANCIAL BANK, NATIONAL ASSOCIATION

By: [Signature]  
Name: DAVID S HARVEY  
Title: PRESIDENT M.F.E

State of Indiana )  
County of Lake ) ss:

Before me, the undersigned, a Notary Public for Lake County, State of Indiana, personally appeared Paul Switzer, the Member and Manager of White Hawk Properties, LLC, an Indiana limited liability company, and acknowledged execution of the foregoing instrument on behalf of White Hawk Properties, LLC, an Indiana limited liability company, this 26<sup>th</sup> day of February, 2009.

My Commission Expires: 9-15-2013  
My County of Residence is: Lake  
Notary Public: [Signature]

State of Indiana )  
County of Lake ) ss:  
Notary Public Seal: JULIE VANVOLKENBURGH, NOTARY PUBLIC, STATE OF INDIANA - COUNTY OF LAKE, MY COMMISSION EXPIRES SEPT. 15, 2013

Before me, the undersigned, a Notary Public for Lake County, State of Indiana, personally appeared David S Harvey, a President of First Financial Bank, National Association, a national banking association, and acknowledged execution of the foregoing instrument on behalf of First Financial Bank, National Association, a national banking association, this 26<sup>th</sup> day of February, 2009.

My Commission Expires: 9-15-2013  
My County of Residence is: Lake  
Notary Public: [Signature]

This instrument drafted by and when recorded return to the person/entity specified below.

Prepared by: Hani R. Kallas; Vorys, Sater, Seymour and Pease LLP; 221 E. Fourth Street; Atrium Two, Suite 2000; Cincinnati, Ohio 45202

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: Hani R. Kallas.

SIGNATURE PAGE TO  
AMENDMENT TO OPEN-END MORTGAGE, ASSIGNMENT OF RENTS  
AND LEASES, AND FIXTURE FILING

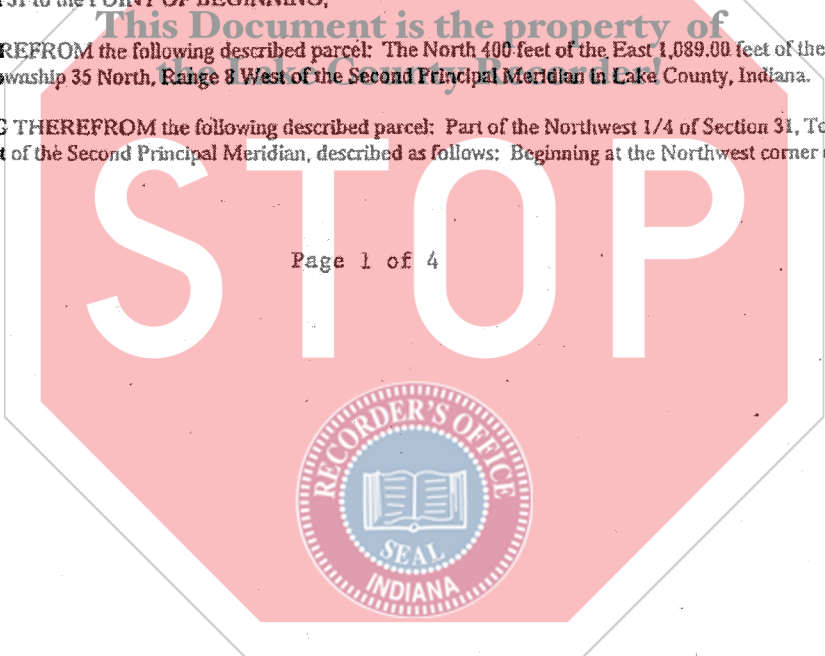
EXHIBIT A

LEGAL DESCRIPTION:

Parcel 3: That part of the North 1/2 of Section 31, Township 35 North, Range 8 West of the Second Principal Meridian, lying Northeasterly of the Northeasterly right-of-way line of the former Penn Central Railroad and lying Northerly of Beaver Dam Ditch being more particularly described as follows: Beginning at the Northwest corner of said North 1/2 of said Section 31, Township 35 North, Range 8 West; thence South 00 degrees 45 minutes 17 seconds East along the West line of said North 1/2 of Section 31, a distance of 410.56 feet to the Northeasterly right of way line of the former Penn Central Railroad; thence South 44 degrees 21 minutes 46 seconds East along said Northeasterly right of way line a distance of 2458.52 feet to the Northwesterly corner of Silver Hawk, Phase Two, as per plat thereof, recorded in Plat Book 92 page 42, in the Office of the Recorder of Lake County, Indiana, said point also defining the center line of Beaver Dam Ditch; thence North 57 degrees 09 minutes 43 seconds East along the Northern line of said Silver Hawk, Phase 2 a distance of 738.32 feet; thence South 82 degrees 01 minutes 20 seconds East along the Northern line of Silver Hawk, Phase 2 a distance of 675.85 feet; thence South 41 degrees 00 minutes 08 seconds East along said Northern line of Silver Hawk, Phase Two, a distance of 789.25 feet; thence North 88 degrees 26 minutes 06 seconds East, along said Northern line of Silver Hawk, Phase Two, a distance of 614.78 feet; thence North 89 degrees 48 minutes 39 seconds East, along said Northern line of Silver Hawk, Phase Two, a distance of 447.77 feet; thence South 58 degrees 05 minutes 32 seconds East along the Easterly line of Silver Hawk, Phase Two a distance of 466.29 feet; thence South 25 degrees 54 minutes 18 seconds East, along said Easterly line of Silver Hawk, Phase Two a distance of 32.04 feet to the Southeast corner of said Silver Hawk, Phase Two, said corner also being the South line of the North 1/2 of said Section 31, Township 35 North, Range 8, thence North 89 degrees 14 minutes 49 seconds West, along said South line of the North 1/2 of Section 31, Township 35 North, Range 8 West, a distance of 25.66 feet to the East line of the North 1/2 of said Section 31; thence North 00 degrees 34 minutes 21 seconds East along said East line of the North 1/2 of said Section 31 to the Northeast corner of said North 1/2 of said Section 31; thence Westerly along the North line of said North 1/2 of Section 31 to the POINT OF BEGINNING,

EXCEPTING THEREFROM the following described parcel: The North 400 feet of the East 1,089.00 feet of the Northeast 1/4 of Section 31, Township 35 North, Range 8 West of the Second Principal Meridian in Lake County, Indiana.

ALSO EXCEPTING THEREFROM the following described parcel: Part of the Northwest 1/4 of Section 31, Township 35 North, Range 8 West of the Second Principal Meridian, described as follows: Beginning at the Northwest corner of the



Northwest 1/4 of Section 31; thence South 87 degrees 06 minutes 34 seconds East along the North line of said Northwest 1/4 of said Section 31 a distance of 640.98 feet; thence South 00 degrees 59 minutes 54 seconds West parallel to the West line of said Northwest 1/4 of Section 31 a distance of 329.40 feet; thence North 89 degrees 00 minutes 06 seconds West a distance of 640.63 feet to said West line of the Northwest 1/4 of Section 31, a distance of 350.56 feet to the Point of Beginning, in the City of Crown Point, Lake County, Indiana.

ALSO EXCEPTING THEREFROM the following described parcel: A part of the North 1/2 of Section 31, Township 35 North, Range 8 West of the 2nd Principal Meridian, described as follows: Commencing at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of Section 31; thence South 87 degrees 06 minutes 34 seconds East along the North line of said Northeast 1/4 of the Northeast 1/4 a distance of 1147.82 feet to the Southwesterly right-of-way of the Chicago and Erie Railroad; thence South 27 degrees 28 minutes 34 seconds East along said Southwesterly right-of-way a distance of 46.36 feet to the point of beginning; thence continue along said right-of-way South 27 degrees 28 minutes 34 seconds East, a distance of 309.34 feet to the East-line of said Section 31; thence South 1 degree 10 minutes 28 seconds West along the East line of said Section 31, a distance of 1007.59 feet; thence South 80 degrees 26 minutes 43 seconds West, a distance of 270.54 feet to a point on a curve, that is concave to the Southwest; thence Northwesterly along said curve a distance of 838.97 feet to a point of tangency said curve also has a radius center that bears South 47 degrees 53 minutes 26 seconds West a distance of 1476.58 feet from the point of tangency; thence North 42 degrees 06 minutes 34 seconds West a distance of 119.04 feet to a point of curvature; thence along a curve that is concave to the Northeast with a radius of 491.13 feet, a distance of 385.73 feet to point of tangency; thence North 02 degrees 53 minutes 26 seconds East, a distance of 175.00 feet to a point that is 40.0 feet South of the North line of said Section 31; thence South 87 degrees 06 minutes 34 seconds East parallel to the North line of said Section 31, a distance of 703.44 feet to the point of beginning, in the City of Crown Point, Lake County, Indiana.

Parcel 4: Outlot C in Silver Hawk-Phase One, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 91 page 57, in the Office of the Recorder of Lake County, Indiana.

Parcel 5: Outlot A in White Hawk Country Club - Phase 3, Blocks 1 and 2, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 84 page 100, in the Office of the Recorder of Lake County, Indiana.

Parcel 6: Outlot B in White Hawk Country Club - Phase 3, Blocks 1 and 2, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 84 page 100, in the Office of the Recorder of Lake County, Indiana.

Parcel 7: Outlot D in White Hawk Country Club - Phase 3, Blocks 1 and 2, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 84 page 100, in the Office of the Recorder of Lake County, Indiana.

Parcel 8: Outlot A in White Hawk Country Club - Phase 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 83 page 58, in the Office of the Recorder of Lake County, Indiana, and amended by a certain "Certificate of Correction" recorded October 28, 1997 as Document No. 97073314, EXCEPTING THEREFROM that part deceded to White Hawk Home Owners Association, Inc. by Corporate Warranty Deeds recorded July 12, 2001 as Document Nos. 2001 055038, 2001 055042 and 2001 055043.

Parcel 9: Outlot B in White Hawk Country Club - Phase 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 83 page 58, in the Office of the Recorder of Lake County, Indiana, and amended by a certain "Certificate of Correction" recorded October 28, 1997 as Document No. 97073314, EXCEPTING THEREFROM that part deceded to White Hawk Home Owners Association, Inc. by Corporate Warranty Deed recorded July 12, 2001 as Document Nos. 2001 055039, 2001 055044, 2001 055045 and 2001 055046.

Parcel 10: Outlot A in White Hawk Country Club - Phase 4, Block 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 88 page 58, in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM that part deceded to the White Hawk Country Club Home Owners Association by Corporate Warranty Deed

recorded April 21, 2004 as Document No. 2004 032364, AND ALSO EXCEPTING THEREFROM the following described parcel of land:

Part of Outlot A in White Hawk Country Club - Phase 4, Block 1, an Addition to the City of Crown Point, Indiana, as per plat thereof, recorded in Plat Book 88 page 58, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Commencing from the intersection of the North right-of-way line of White Hawk Drive and the East right-of-way line of Sonoma Court; thence South 90 degrees 00 minutes 00 seconds East along the North right-of-way line of White Hawk Drive, 189.55 feet to a point of intersection of the extension of the East line of Lot 165 in said White Hawk Country Club - Phase 4, Block 1 and said North right-of-way line of White Hawk Drive; thence North 12 degrees 08 minutes 43 seconds East, along the extension of said Lot 165 and the East line of Lot 165, 90.00 feet; thence South 90 degrees 00 minutes 00 seconds East, 73.42 feet; thence South 00 degrees 00 minutes 00 seconds East, 87.99 feet to a point on said North right-of-way line, said point being a point of curve; thence North 90 degrees 00 minutes 00 seconds West, along said North right-of-way line 92.35 feet to the point of beginning.

Parcel 11: Outlot B in White Hawk Country Club - Phase 4, Block 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 88 page 58, in the Office of the Recorder of Lake County, Indiana., EXCEPTING THEREFROM that part deceded to White Hawk Country Club Home Owners Association by Corporate Warranty Deed recorded April 21, 2004 as Document No. 2004 032363.

Parcel 12: Outlot C in White Hawk Country Club - Phase 4, Block 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 88 page 58, in the Office of the Recorder of Lake County, Indiana.

Parcel 13: Outlot A in White Hawk Country Club - Phase 4, Block 2, an Addition to the City of Crown Point as per plat thereof, recorded in Plat Book 89 page 68, in the Office of the Recorder of Lake County, Indiana., EXCEPTING THEREFROM that part deceded to the White Hawk Country Club Home Owners Association by Corporate Warranty Deeds recorded April 21, 2004 as Document Nos. 2004 032360, 2004 032362 and 2004 032365 and to Sand Ridge Bank Land Trust 13-8256 by Corporate Warranty Deed recorded April 21, 2004 as Document No. 2004 032358.

Parcel 14: Outlot B in White Hawk Country Club - Phase 4, Block 2, an Addition to the City of Crown Point as per plat thereof, recorded in Plat Book 89 page 68, in the Office of the Recorder of Lake County, Indiana., EXCEPTING THEREFROM that part deceded to the White Hawk Country Club Home Owners Association by Corporate Warranty Deeds recorded April 21, 2004 as Document Nos. 2004 032361 and 2004 032366 and 2004 032367.

Parcel 15: Outlot E in White Hawk Country Club - Phase 4, Block 2, an Addition to the City of Crown Point as per plat thereof, recorded in Plat Book 89 page 68, in the Office of the Recorder of Lake County, Indiana.

Parcel 16: Outlot A in White Hawk Country Club - Phase 5, Block 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 88 page 28, in the Office of the Recorder of Lake County, Indiana.

Parcel 17: Part of the Northeast 1/4 of Section 6, Township 34 North, Range 8 West of the Second Principal Meridian, in the City of Crown Point, Lake County, Indiana, described as follows: beginning at a point on the East line of said Northeast 1/4 and 800.23 feet North of the Southeast corner thereof; thence West, parallel with the South line thereof, 873.68 feet, more or less, to the East line of Willowdale Manor, as per plat thereof, recorded in Plat Book 31 page 14, in the Office of the Recorder of Lake County, Indiana.; thence North along said East line 346.6 feet, more or less, to the Northeast corner of Willowdale Manor; thence East, parallel with the South line of said 1/4 Section, 673 feet, more or less to a point 200 feet West of the East line of said 1/4 Section; thence North parallel with said East line 200 feet, thence East 200 feet to said East line; thence South along said East line 546.6 feet, more or less to the point of beginning.

Parcel 18: Part of the Northwest Quarter of the Northwest Quarter of Section 31, Township 35 North, Range 8 West of the

Second Principal Meridian, in Lake County, Indiana, a permanent easement and right of way 50 feet wide being upon, over, through and across a portion of that certain tract of land conveyed to Hawk Development Corporation as described by instrument recorded December 23, 1996, as Document No. 96084133 in the Office of the Recorder of Lake County, Indiana, (referred hereinafter to as the above referenced tract of land), said 50 foot wide permanent easement and right of way being situated 15 feet Northwesterly of and 35 feet Southeasterly of the herein described baseline, said baseline being more particularly described as follows: Commencing at a monument with a 3.5 inch brass plug found marking the Northwest corner of said Section 31; thence South 00 degrees 33 minutes 46 seconds East, along the West line of said Section 31, a distance of 547.68 feet to a point in the Southwesterly line of the above referenced tract of land; thence South 44 degrees 15 minutes 40 seconds East, along the said Southwesterly line, a distance of 65.34 feet to a point 70 feet Northwesterly of, at right angles to, the Northern most of two existing ANR Pipeline Company pipelines and the point of beginning of the herein described baseline; thence North 72 degrees 21 minutes 19 seconds East, along a line 70 feet Northwesterly of and parallel with the said existing pipeline, a distance of 111.85 feet to a point in the Northeasterly line of the above referenced tract of land and the point of termination of the herein described baseline, from which the North corner of the above referenced tract of land bears North 44 degrees 15 minutes 40 seconds West, a distance of 1774.15 feet, said baseline having a length of 111.85 feet or 6.78 rods.

