

A

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2011 043193

2011 AUG 11 PM 1:10

MICHAEL J. SHUMAN  
RECORDER



Mortgagor's Name and Address  
Danny S. Jones  
7405 Pershing Road  
Schererville IN 46375

PEOPLES BANK SB  
9204 COLUMBIA AVE  
MUNSTER, IN 46321

Return to:  
PEOPLES BANK SB  
9204 COLUMBIA AVE  
MUNSTER, IN 46321

("Mortgagor" whether one or more)

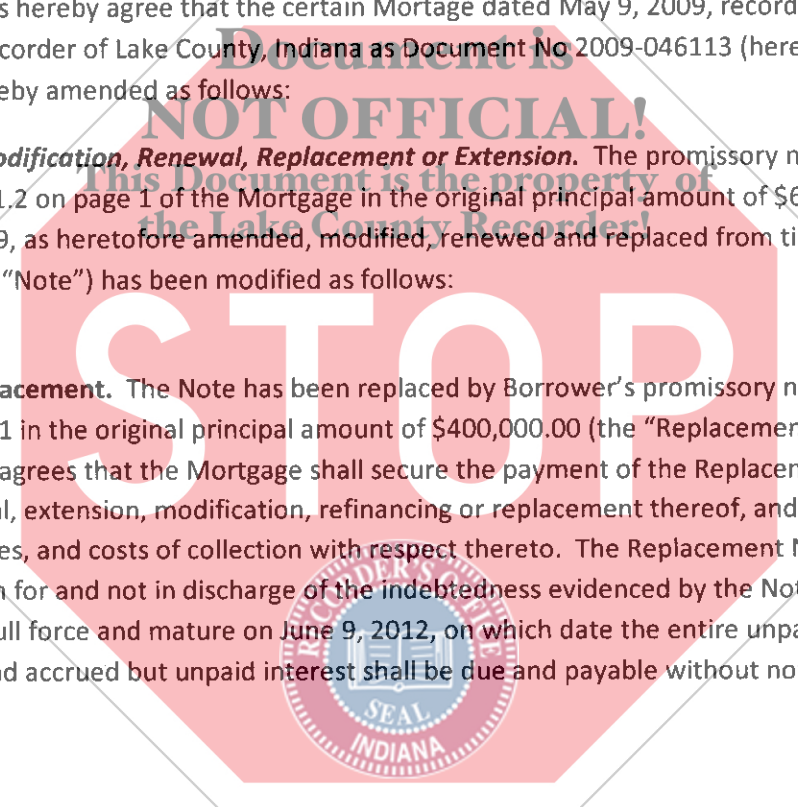
("Mortgagee")

### MORTGAGE MODIFICATION AGREEMENT

Mortgagor, for valuable consideration given to Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage dated May 9, 2009, recorded July 8, 2009, in the Office of the Recorder of Lake County, Indiana as Document No 2009-046113 (herein the "Mortgage"), is hereby amended as follows:

1.  **Note Modification, Renewal, Replacement or Extension.** The promissory note referenced in paragraph 1.2 on page 1 of the Mortgage in the original principal amount of \$600,000 and dated May 9, 2009, as heretofore amended, modified, renewed and replaced from time to time, (herein the "Note") has been modified as follows:

1.1  **Replacement.** The Note has been replaced by Borrower's promissory note dated as of June 9, 2011 in the original principal amount of \$400,000.00 (the "Replacement Note"). Mortgagor agrees that the Mortgage shall secure the payment of the Replacement Note, and any renewal, extension, modification, refinancing or replacement thereof, and all interest, attorney fees, and costs of collection with respect thereto. The Replacement Note is given in substitution for and not in discharge of the indebtedness evidenced by the Note. The Note shall remain in full force and mature on June 9, 2012, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand.



21.00 Ref #  
# 508506.739  
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2.  **Additional Indebtedness Secured by Mortgage.** In addition to the obligations referred to in the Mortgage it shall also secure payment of that certain promissory note executed by Security Industries, Inc. dated as of July 13, 2011 in the original principal amount of \$352,067.64, which note matures on July 13, 2016, and that certain promissory note executed by Security Industries Inc. dated as of July 22, 2011 in the original principal amount of \$500,000 which note matures on July 22, 2012, together with all advances made from time to time thereunder, and any and all renewals, modification, replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto. Mortgagor agrees that Mortgage shall secure the payment of such promissory notes.

3.  **Additional Modification.** The Mortgage is further modified as follows:


3.1 **Modification to Existing Mortgage Provision.**  Paragraph 1 of the Mortgage is amended to provide as follows: **HYPOTHECATION PROVISION.** This mortgage secures one or more loans to Security Industries, Inc. hereinafter referred to as "Borrower".

3.1b **Modification to Existing Mortgage Provision.**  Paragraph 1.3 of the Mortgage is amended to provide as follows: Any and all future loans, Obligations, Advancements made by Mortgagee to Borrower except that the maximum amount of unpaid indebtedness under this paragraph 1.3 secured hereby which may be outstanding at any time shall not exceed \$1,500,000 exclusive of interest thereon, and exclusive of unpaid balances of advances made with respect to the mortgaged premises for payment of taxes, assessments, insurance premiums, costs incurred for the protection of the mortgaged premises and all other costs which Mortgagee is authorized by this Mortgage to pay on Mortgagor's behalf.

4. **Miscellaneous.** The Mortgagor further agrees as follows:

- A. All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Amendment shall remain in full force and effect to the extent not expressly inconsistent herewith.
- B. This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Indiana.
- C. This Mortgage Amendment Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

Executed and delivered in Lake County, Indiana this 13 day of July 2011.

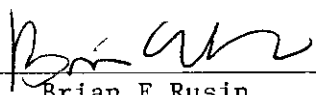
  
\_\_\_\_\_  
Danny S. Jones

[To be used with individual mortgagor(s)]

STATE OF INDIANA )  
 ) SS:  
 LAKE COUNTY )

**ACKNOWLEDGMENT**

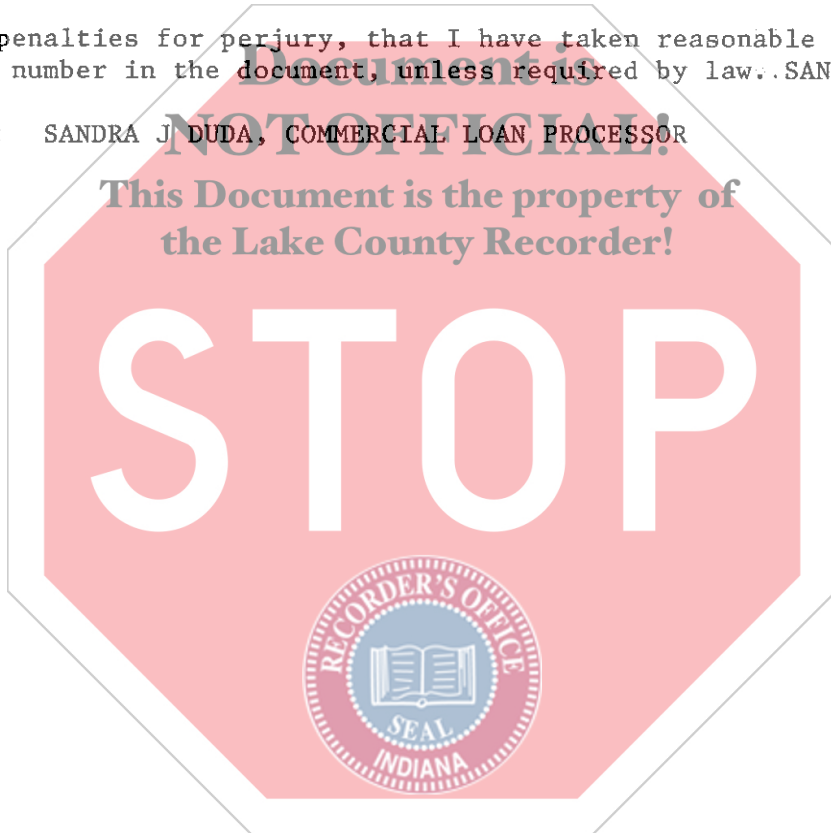
Before me, a Notary Public in and for said County and State personally appeared DANNY S JONES  
\_\_\_\_\_, and acknowledged  
the execution of the above and foregoing Mortgage Modification Agreement this 13th day of July, 2011.

  
\_\_\_\_\_  
Brian E Rusin Notary Public,

Residing in Porter County, Indiana  
My Commission Expires: 4-9-16

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in the document, unless required by law. SANDRA J DUDA

This instrument was prepared by: SANDRA J DUDA, COMMERCIAL LOAN PROCESSOR



**ADDENDUM/EXHIBIT A**

PARCEL 1: PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF GEORGIANA STREET AND THE WESTERLY LINE OF OHIO STREET; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF OHIO STREET, 97.4 FEET; THENCE NORTHWESTERLY PARALLEL TO GEORGIANA STREET, 300.0 FEET; THENCE SOUTHWESTERLY PARALLEL TO OHIO STREET 97.4 FEET TO THE NORTHERLY LINE OF GEORGIANA STREET; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF GEORGIANA STREET, 300.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2: PART OF BLOCK 20 EARLE AND DAVIS' ADDITION TO THE TOWN (NOW CITY) OF HOBART, AS PER PLAT THEREOF, RECORDED IN MISCELLANEOUS RECORD "A" PAGE 486, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPT THAT PART THEREOF CONVEYED TO THE E. J. AND E. RAILWAY COMPANY BY WARRANTY DEED DATED AUGUST 27, 1888 AND RECORDED SEPTEMBER 6, 1888 IN DEED RECORD 44 PAGE 160.

PROPERTY ADDRESS: 1000 GEORGIANA ST., HOBART, IN. 46342

PARCEL 1: 120 FEET BY PARALLEL LINES OFF THE WEST SIDE OF LOT 100 IN STENDAHL'S WOOD-DALE ADDITION TO HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 31 PAGE 16, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2: LOTS 1, 2, 3, 4 AND 5 IN BLOCK 1 IN ALLEN-EARLE WOOD-DALE ADDITION TO HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 21 PAGE 45, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PROPERTY ADDRESS: 1000 BLOCK OF 4TH STREET, HOBART, INDIANA 46342

