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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 018538

2013 MAR 13 AM 9:14

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

The LaPorte Savings Bank
Main Office
710 Indiana Avenue
La Porte, IN 46350

WHEN RECORDED MAIL TO:

The LaPorte Savings Bank
Main Office
710 Indiana Avenue
La Porte, IN 46350

SEND TAX NOTICES TO:

CND Management LLC
1161 Breuckman Drive, Suite B
Crown Point, IN 46307

Document is

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 5, 2013, is made and executed between CND Management LLC, a Limited Liability Company, whose address is 1161 Breuckman Drive, Suite B, Crown Point, IN 46307 (referred to below as "Grantor") and The LaPorte Savings Bank, whose address is 710 Indiana Avenue, La Porte, IN 46350 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 26, 2012 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on April 13, 2012 as document #2012 024840.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1001 White Hawk Drive, Crown Point, IN 46307.

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

The total principal amount secured by the Security Instrument at any one time will not exceed \$3,135,000.00 which is a \$268,715.00 increase in the total principal amount secured. The Security Instrument now secures the following debts and all extensions, renewals, refinancings, modifications and replacements: Promissory Note dated March 5, 2013 in the amount of \$3,135,000.00 accruing at a variable rate with a maturity date of March 5, 2023. Said loan in the name of CND Management LLC.

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.

FIDELITY NATIONAL
TITLE COMPANY

92013-0083

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MODIFICATION OF MORTGAGE
(Continued)

Loan No: 6015189

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LIEN RELEASE FEES. In addition to all other charges, Borrower agrees, to the extent not prohibited by law, to pay all governmental fees for release of Lender's security interest in collateral securing this loan. Borrower will pay these fees at the time the lien or liens are released. The estimated amount of these future lien release fees is \$12.00.

FACSIMILE SIGNATURE. This document may be executed and delivered in facsimile form and the facsimile signature of a Borrower shall bind such Borrower to the document as though the document was delivered containing such Borrower's original signature. If a Borrower delivers this document with a facsimile signature such Borrower agrees to provide the Bank with a copy of the document containing an original (as opposed to facsimile) signature. The Borrower agrees that the various counterparts shall constitute one Agreement.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 5, 2013.

GRANTOR:

CND MANAGEMENT LLC

By: [Signature]
Marvin W. Crook, Member of CND Management LLC

By: [Signature]
Theresa A. Crook, Member of CND Management LLC

By: [Signature]
Scott A. Bowdish, Member of CND Management LLC

By: [Signature]
Kathleen Zenere, Manager of CND Management LLC

LENDER:

THE LAPORTE SAVINGS BANK

X [Signature] VP
Authorized Signer
By: Brock Lloyd, Vice-President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 5th day of March, 20 13, before me, the undersigned Notary Public, personally appeared **Marvin W. Crook, Member of CND Management LLC; Theresa A. Crook, Member of CND Management LLC; Scott A. Bowdish, Member of CND Management LLC; and Kathleen Zenere, Manager of CND Management LLC**, and known to me to be members or designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at Lake County
Shannon Stiener
Notary Public in and for the State of Indiana My commission expires 3-14-15



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 6015189

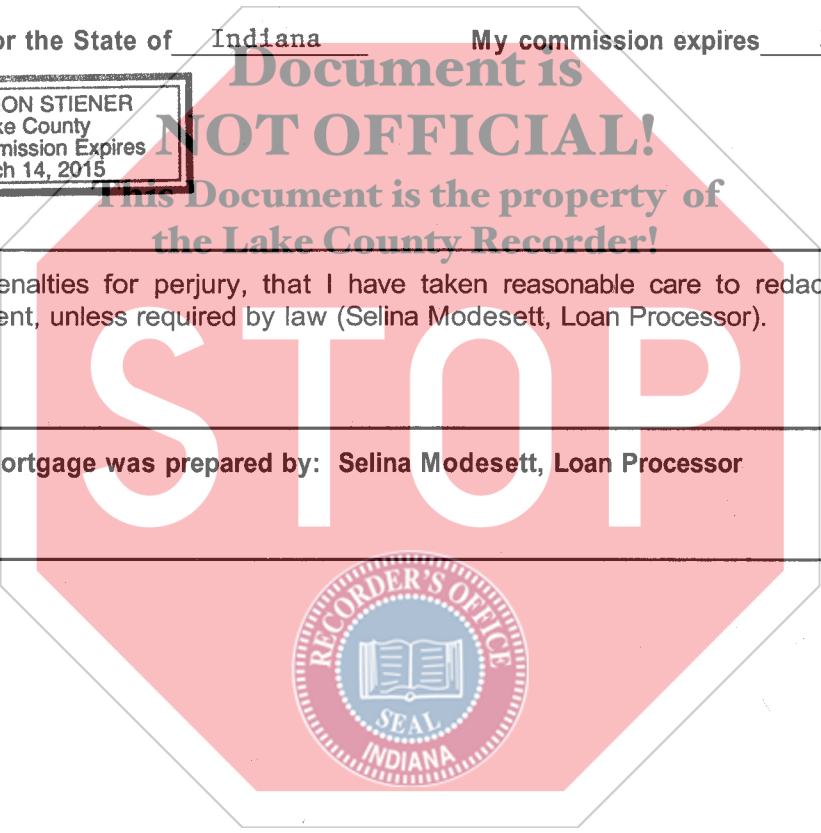
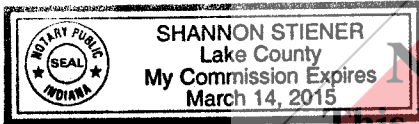
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LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 5th day of March, 20 13, before me, the undersigned Notary Public, personally appeared Brock Lloyd and known to me to be the Vice-President, authorized agent for **The LaPorte Savings Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **The LaPorte Savings Bank**, duly authorized by **The LaPorte Savings 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 **The LaPorte Savings Bank**.

By *Shannon Stiener* Residing at Lake County
Shannon Stiener
Notary Public in and for the State of Indiana My commission expires 3-14-15



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 (Selina Modesett, Loan Processor).

This Modification of Mortgage was prepared by: Selina Modesett, Loan Processor

EXHIBIT "A"

Parcel 1: Part of the Northwest 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian, in Crown Point, Lake County, Indiana, described as: Commencing at the point on the South line of said Section 5 and the Southwesterly right-of-way line of the Penn-Central Railroad; thence North 45 degrees 10 minutes 18 seconds West along said Southwesterly right-of-way line 2000 feet to the point of beginning of this described parcel; thence continuing North 45 degrees 10 minutes 18 seconds West, 186.30 feet; thence South 44 degrees 49 minutes 42 seconds West, 260 feet; thence South 45 degrees 10 minutes 18 seconds East, 186.30 feet; thence North 44 degrees 49 minutes 42 seconds West, 260 feet to the point of beginning.

Parcel 2: Part of the Northwest 1/4 of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, in Crown Point, Lake County, Indiana, described as: Beginning at a point on the South line of said Section 5 and 1258.41 feet East of the Southwest corner thereof, said point being the Southeast corner of Northgate an Addition to the City of Crown Point; thence North 11 degrees 53 minutes 43 seconds West, 126.50 feet; thence North 38 degrees 54 minutes 15 seconds West, 252.80 feet; thence North 56 degrees 28 minutes 47 seconds West, 291.30 feet; thence North 17 degrees 59 minutes 19 seconds West, 433.48 feet; thence North 61 degrees 47 minutes 06 seconds West, 358.75 feet; thence North 85 degrees 35 minutes 44 seconds West, 391.35 feet more or less to the West line of said Section 5; thence North 00 degrees 29 minutes 40 seconds West, 1172.44 feet more or less to the Southerly line of the Penn Central Railroad; thence South 45 degrees 10 minutes 18 seconds East, along said right-of-way, 1020.04 feet more or less to a point 2,186.3 feet Northwesterly of the point the South line of said Section 5; thence South 44 degrees 49 minutes 42 seconds West 260.00 feet; thence South 45 degrees 10 minutes 18 seconds East, 186.3 feet; thence South 44 degrees 49 minutes 42 seconds West 115 feet; thence South 54 degrees 36 minutes 23 seconds East 244.04 feet; thence South 22 degrees 48 minutes 54 seconds East, 504.75 feet; thence South 52 degrees 23 minutes 31 seconds East, 302.40 feet; thence South 34 degrees 24 minutes 53 seconds East 203.58 feet; thence South 15 degrees 29 minutes 32 seconds East, 46.45 feet; thence South 45 degrees 10 minutes 18 seconds East, 204.64 feet, more or less to the South line of said Section 5; thence South 89 degrees 41 minutes 43 seconds West, 220.00 feet to the point of beginning.

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 West; thence North 89 degrees 14 minutes 49 seconds East, 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; POINT OF BEGINNING, 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 HEREFROM 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 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 West; thence South 89 degrees 14 minutes 49 seconds East, along said South line of the North 1/2 of Section 31, 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 West along said East line of the North 1/2 of Section 31, a distance of 915.58 feet to the Point of Beginning; thence North 51 degrees 48 minutes 39 seconds West a distance of 1396.59 feet to a point 1089.00 feet West of said East line of the North 1/2 of Section 31; thence North 00 degrees 34 minutes 21 seconds West and parallel to said East line of the North 1/2 of Section 31, a distance of 871.78 feet to the North line of said Section 31; thence South 88 degrees 51 minutes 45 seconds East along the said North line of Section 31, a distance of 1,089.49 feet to the Northeast corner of said Section 31; thence South 00 degrees 34 minutes 21 seconds East along the East line of the North 1/2 of Section 31, a distance of 1713.65 feet to the point of beginning.

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 deeded 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 deeded 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 deeded 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 deeded 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 deeded 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 032368 and that part deeded to the City of Crown Point by Warranty Deed recorded November 30, 2007 as Document No. 2007 094578.

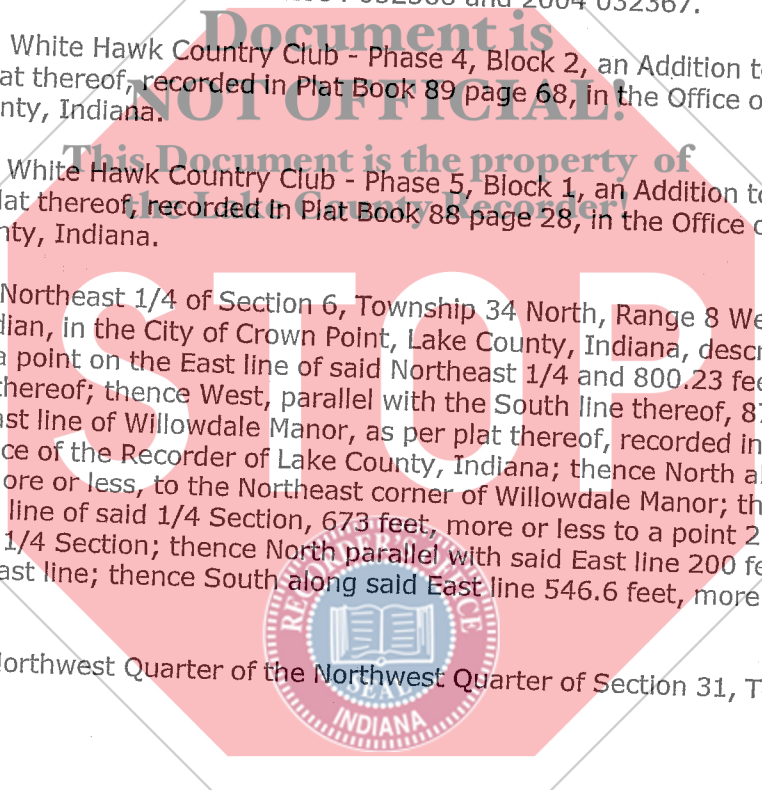
Parcel 14: Outlot B in White Hawk Country Club - Phase 4, Block 2, an Addition to the City of Crown Point as per plat thereof, recorded in Plat Book 89 page 68, in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM that part deeded to the White Hawk Country Club Home Owners Association 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.

Parcel 19: Part of the North 1/2 of Section 31, Township 35 North, Range 8 West of the Second Principal Meridian, being more particularly described as follows: Commencing at 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 West; thence South 89 degrees 14 minutes 49 seconds East, along said South line of the North 1/2 Section 31, 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 West along said East line of the North 1/2 of Section 31, a distance of 915.58 feet to the POINT OF BEGINNING; thence North 51 degrees 48 minutes 39 seconds West a distance of 1396.59 feet to a point 1089.00 feet west of said East line of the North 1/2 of Section 31; thence North 00 degrees 34 minutes 21 seconds West and parallel to the said East line of the North 1/2 of Section 31, a distance of 871.78 feet to the North line of said Section 31; thence South 88 degrees 51 minutes 45 seconds East along the said North line of Section 31, a distance of 1089.49 feet to the Northeast corner of said Section 31; thence South 00 degrees 34 minutes 21 seconds East along the East line of the North 1/2 of Section 31, a distance of 1713.65 feet to the POINT OF BEGINNING in the City of Crown Point, Lake County, Indiana, EXCEPTING THEREFROM the following described parcel: The North 400 feet of the East 1089.00 feet to the Northeast 1/4 of Section 31, Township 35 North, Range 8 West of the Second Principal Meridian in Lake County, Indiana. Parcel 20: The North 400.00 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.

PARCEL EAS 1: Easement for maintenance and operation of a Water Well and Pump made by Hawk Development Corp., and White Hawk Properties, LLC dated December 28, 2006 and recorded January 4, 2007 as Document No. 2007 000703.

PARCEL EAS 2: Easement for ingress and egress for sole purpose of golf cart, maintenance vehicle and foot traffic for the purpose of operating, and maintaining and otherwise owning the White Hawk golf course made by and between Hecimovich Development, Inc., and White Hawk County Club Corp., an Indiana Corporation dated May 24, 2006 and recorded June 27, 2006 as Document No. 2006 054945.