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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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MICHAEL D. BROWN  
RECORDER

THIS DOCUMENT REFERENCES AND AMENDS THE TERMS OF AN OPEN-END MORTGAGE AND SECURITY AGREEMENT DATED AS OF MARCH 3, 2003 AND RECORDED ON MARCH 13, 2003 AT DOCUMENT NO. 2003-026637 OF THE LAKE COUNTY, INDIANA OFFICIAL REAL ESTATE RECORDS AND AN ASSIGNMENT OF RENTS AND LEASES DATED AS OF MARCH 3, 2003 AND RECORDED ON MARCH 13, 2003 AT DOCUMENT NO. 2003-026638 OF THE LAKE COUNTY, INDIANA OFFICIAL REAL ESTATE RECORDS.

**MODIFICATION AGREEMENT**

THIS MODIFICATION AGREEMENT ("Modification") is made as of February 15, 2013 by and between the Mortgagor, **FAMILY EXPRESS CORPORATION** an Indiana corporation whose address is 213 South State Route 49, Valparaiso, Indiana, 46383, ATTN: Gus Olympidis (the "Mortgagor"), and the Mortgagee, **FIFTH THIRD BANK**, an Ohio banking corporation whose address is 400 North Main Street, Elkhart, Indiana 46516 (the "Mortgagee").

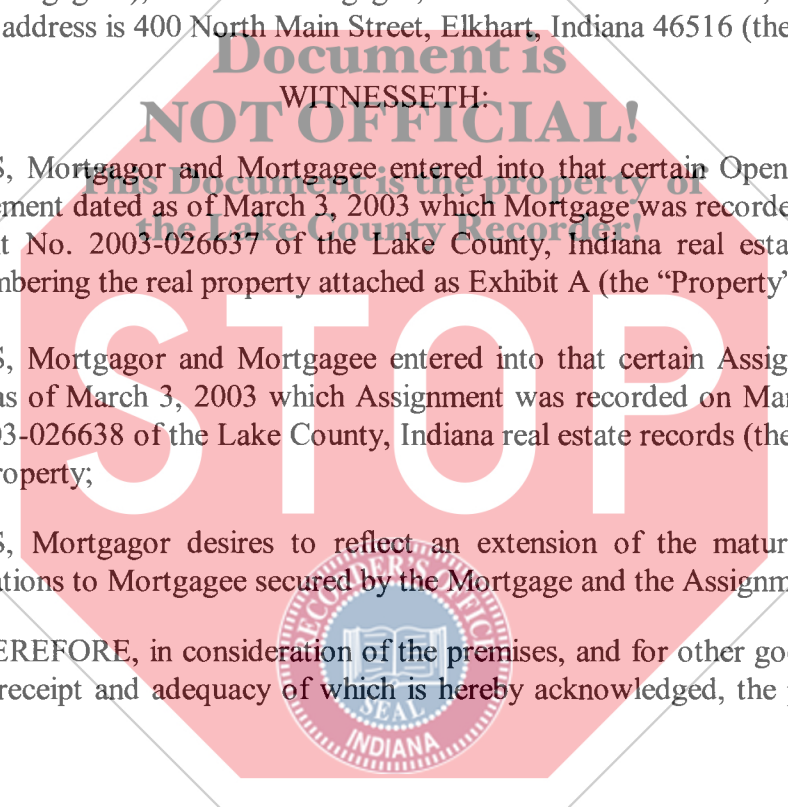
WITNESSETH:

WHEREAS, Mortgagor and Mortgagee entered into that certain Open-End Mortgage and Security Agreement dated as of March 3, 2003 which Mortgage was recorded on March 13, 2003 as Document No. 2003-026637 of the Lake County, Indiana real estate records (the "Mortgage") encumbering the real property attached as Exhibit A (the "Property");

WHEREAS, Mortgagor and Mortgagee entered into that certain Assignment of Rents and Leases dated as of March 3, 2003 which Assignment was recorded on March 13, 2003 as Document No. 2003-026638 of the Lake County, Indiana real estate records (the "Assignment") encumbering the Property;

WHEREAS, Mortgagor desires to reflect an extension of the maturity date of the Mortgagor's obligations to Mortgagee secured by the Mortgage and the Assignment;

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:



25.00  
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1. The maturity date of the Indebtedness secured by the Mortgage has been extended to December 27, 2019.

2. The maturity date of the obligations secured by the Assignment is December 27, 2019.

3. Capitalized terms used herein which are not defined herein shall have the meanings set forth in the Mortgage or Assignment (as appropriate). All provisions of the Mortgage and the Assignment not inconsistent with this Modification shall remain unchanged and in full force and effect. In the event of the conflict between and among the various provisions in the Mortgage and the Assignment and this Modification, the provisions of this Modification shall prevail.



IN WITNESS WHEREOF, this instrument has been executed by Mortgagor and Mortgagee on the date first written above.

**FAMILY EXPRESS CORPORATION**

By: [Signature]  
Print Name: Monique A. Hor  
Its: CAB

**FIFTH THIRD BANK**

By: [Signature]  
Print Name: Craig Ellis  
Its: VP

STATE OF INDIANA }  
COUNTY OF PORTER } SS

BEFORE ME, a Notary Public, in and for said State, personally appeared Monique Hor the duly authorized CAB of Family Express Corporation, who acknowledged that he did sign the foregoing instrument on behalf of the Mortgagor and that the same is his free act and deed as such officer and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 5 day of March, 2013.

[Signature]  
Notary Public

My Commission Expires:  
11-29-2020

My County of Residence Is:  
Porter



STATE OF Indiana  
COUNTY OF Elkhart } SS

BEFORE ME, a Notary Public, in and for said State, personally appeared Craig Ellis the duly authorized officer of Fifth Third Bank, who acknowledged that he did sign the foregoing instrument on behalf of the Mortgagee and that the same is his free act and deed as such officer and the free act and deed of such corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 8 day of March, 2013.

*Alisha Brownwell*  
Notary Public

My Commission Expires:

July 31 2015

My County of Residence Is:

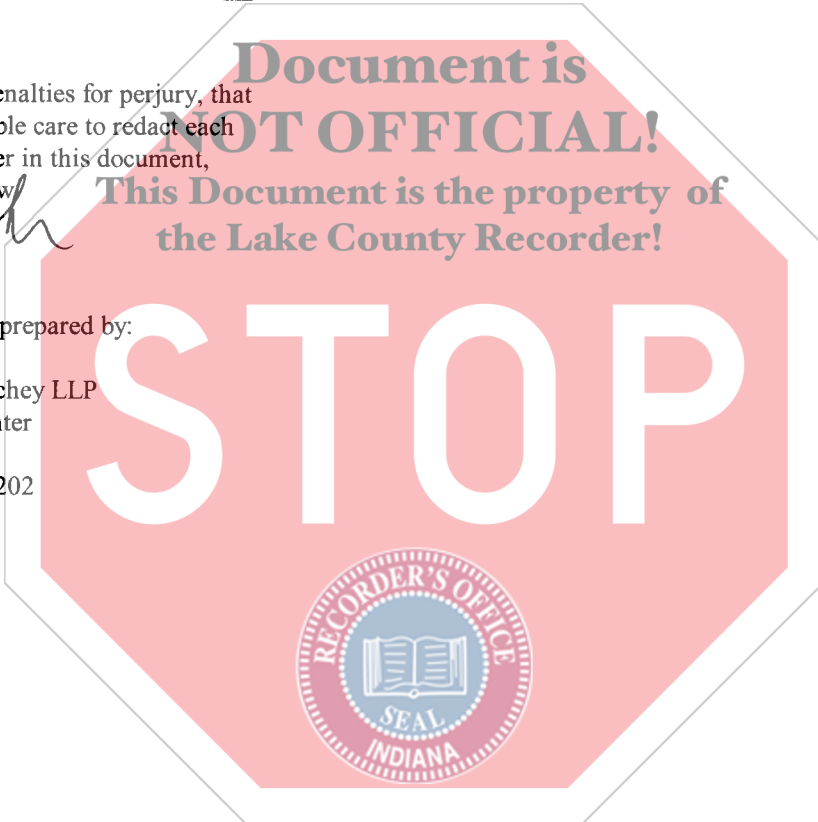
Elkhart



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.

*Jeffrey L. Rohr*  
Jeffrey L. Rohr, Esq.

This instrument was prepared by:  
Jeffrey L. Rohr, Esq.  
Graydon Head & Ritchey LLP  
1900 Fifth Third Center  
511 Walnut Street  
Cincinnati, Ohio 45202



**EXHIBIT A**

**Store 8:**

Lots 1 and 3, resubdivision of parcel "A" to Family Express First Addition, in the City of Hobart, as per plat thereof, recorded in Plat Book, 77, page 9, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 9521 E. Ridge Road, Hobart, IN 46342

**Store 9:**

Part of the Southwest 1/4 of Section 29, Township 36 North, Range 7 West of the 2nd Principal Meridian, located in the City of Hobart, Lake County, Indiana and described as follows: Beginning at the point of intersection of the East line of North Lake Park Avenue with the North line of Ridge Road (the said North Lake Park Avenue, being 60 feet in width, the center line of said Avenue being the West line of said Section 29 and the North line of Ridge Road being 30 feet Northerly of and parallel to the established center line of said Road); thence North 00 degrees 00 minutes 00 seconds East along the East line of North Lake Park Avenue, 114.74 feet; thence South 39 degrees 58 minutes 02 seconds East, 81.22 feet; thence South 60 degrees 09 minutes 00 seconds East 104.79 feet; thence South 29 degrees 47 minutes 00 seconds West, 71.35 feet to the North line of Ridge Road; thence North 60 degrees 13 minutes 00 seconds West along the North line of Ridge Road, 124 feet to the point of beginning.

Common known as: 2 East Old Ridge Road, Hobart, IN 46342

**Store 14:**

Part of the Southwest 1/4 of Section 4, Township 34 North, Range 7 West of the Second Principal Meridian, in the Town of Winfield, Lake County, Indiana, described as follows:

Beginning at a point which is 50.00 feet North of South line of said Southwest 1/4 and 50.00 feet East of the West line of said Southwest 1/4; thence North 00 degrees 04 minutes 12 seconds West, along a line parallel to said West line, 240.56 feet; thence North 89 degrees 55 minutes 48 seconds East, along a line perpendicular to said West line, 195.48 feet; thence North 61 degrees 01 minutes 52 seconds East, 28.35 feet to a point on a curve whose center point is 309.70 feet East of the West line of said Southwest 1/4 and 327.52 feet North of the South line of said Southwest 1/4; thence Southeast, along said curve, 47.44 feet; thence South 00 degrees 15 minutes 55 seconds West, along a line perpendicular to the South line of said Southwest 1/4, 232.52 feet to a point 50.00 feet North of said South line; thence North 89 degrees 44 minutes 05 seconds West, along a line parallel to said South line, 257.79 feet to the point of beginning; all in Lake County, Indiana.

Commonly known as: 8010 E. 109th Avenue, Crown Point, IN 46307

Store 32:

PARCEL I:

That part of Four Season's Plaza, as per plat thereof, recorded in Plat Book 56 page 38 and revised plat recorded in Plat Book 57 page 30, in the Office of the Recorder of Lake County, Indiana, included in the following description, to-wit: A part of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 9, Township 34 North, Range 7 West of the 2nd Principal Meridian, described as follows: Commencing at the Northeast corner of said Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ ; thence South 00 degrees 17 minutes 48 seconds West along the East line of said Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$ , 175.00 feet; thence North 89 degrees 21 minutes 19 seconds West, 140.00 feet; thence North 00 degrees 17 minutes 48 seconds East, 175.00 feet to the North line of said Northwest  $\frac{1}{4}$  of



the Northeast ¼; thence South 89 degrees 21 minutes 19 seconds East, along said North line, 140.00 feet to the point of beginning, in Lake County, Indiana.

PARCEL II:

A non-exclusive easement for ingress and egress created in deed recorded January 14, 1981 as Document No. 614434 and re-recorded April 29, 1981 as Document No. 626506 from Lake County Trust Company, Trust #3017 to Lake County Trust Company, Trust #2934 upon and over the North 160 feet of the following described parcel, to-wit: A strip of ground 40.0 feet in width, being a part of the Northwest ¼ of the Northeast ¼ of Section 9, Township 34 North, Range 7 West of the 2nd Principal Meridian, described as follows: Commencing at a point on the North line of said Northwest ¼ of the Northeast ¼ that is North 89 degrees 21 minutes 19 seconds West, 140.00 feet from the Northeast corner thereof; thence South 00 degrees 17 minutes 48 seconds West, parallel to the East line of said Northwest ¼ of the Northeast ¼, a distance of 332.19 feet; thence North 89 degrees 21 minutes 34 seconds West, 40.00 feet; thence North 00 degrees 17 minutes 48 seconds East, 332.19 feet to the North line of said Northwest ¼ of the Northeast ¼; thence South 89 degrees 21 minutes 19 seconds East along said North line to the point of the beginning, in Lake County, Indiana.

Commonly known as 9201 East 109th Street, Crown Point, IN.

