

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 JUL 24 AM 8:56

MICHAEL B. BROWN
RECORDER

5
2013 053923

RECORDATION REQUESTED BY:

Peoples Bank SB
Loan Center
9204 Columbia Ave
Munster, IN 46321

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 11, 2013, is made and executed between AJT, LLC, whose address is 99 S Hobart Rd, Hobart, IN 46342 (referred to below as "Grantor") and Peoples Bank SB, whose address is 9204 Columbia Ave, Munster, IN 46321 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 27, 2012 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded August 6, 2012 in the Office of the Recorder of Lake County, Indiana, as Document No. 2012 052246.

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

See 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 8.38 acres of Parcel 1&2, Hobart, IN 46342. The Real Property tax identification number is 45-09-33-101-008.000-018.

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

The Promissory Note referenced in the Mortgage in the original principal amount of \$10,000.00 and dated January 27, 2012 is hereby modified as follows: The Note has been replaced my Mortgagor's promissory note dated July 11, 2013 in the original principal amount of \$15,000.00. Mortgagor agrees that the

22
OK 44612/2263
44612/231
DN

MODIFICATION OF MORTGAGE
(Continued)

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 parties agree that the outstanding indebtedness at any time shall not exceed \$15,000.00. This Mortgage has been previously modified on April 12, 2013 and recorded on May 13, 2013 as Document No. 2013 033388.

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 endorses, 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 JULY 11, 2013.

**This Document is the property of
the Lake County Recorder!**

**Document is
NOT OFFICIAL!**

GRANTOR:

AJT, LLC

By: *Robert E Tucker Jr*
Robert E Tucker Jr, Operating Manager of AJT, LLC

LENDER:

PEOPLES BANK SB

X *Douglas Rollins*
Douglas Rollins, Business Banker

2013 033388

2013 033388

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 11th day of July, 20 13, before me, the undersigned Notary Public, personally appeared **Robert E Tucker Jr, Operating Manager of AJT, LLC**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

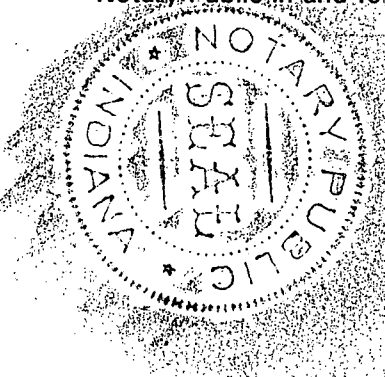
By Jennifer L. Gunning Residing at Porter County
Notary Public in and for the State of Indiana My commission expires 1-13-19

Document is NOT OFFICIAL!
LENDER ACKNOWLEDGMENT
This Document is the property of the Lake County Recorder!

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 11th day of July, 20 13, before me, the undersigned Notary Public, personally appeared **Douglas Rollins** and known to me to be the **Business Banker**, authorized agent for **Peoples Bank SB** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Peoples Bank SB**, duly authorized by **Peoples Bank SB** 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 **Peoples Bank SB**.

By Jennifer L. Gunning Residing at Porter County
Notary Public in and for the State of Indiana My commission expires 1-13-19



**Document is
NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

STOP



This Modification of Mortgage was prepared by: Patricia Hoffman, Commercial Loan Processor

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 (Patricia Hoffman, Commercial Loan Processor).

MODIFICATION OF MORTGAGE

(Continued)

Page 4

EXHIBIT "A"

PARCEL I: Part of the Northwest 1/4 of Section 33, Township 36 North, Range 7 West of the 2nd Principal Meridian, Lake County, Indiana, being more particularly described as follows:

Beginning at a point on the North line of said Section 33 and 327.00 feet East of the Northwest corner thereof; thence South 01 degrees 24 minutes 00 seconds East, parallel to the West line of Section 33, a distance of 404.19 feet; thence North 90 degrees 00 minutes 00 seconds East 33.00 feet; thence South 01 degrees 24 minutes 00 seconds East 220.00 feet; thence North 90 degrees 00 minutes 00 seconds East 361.40 feet; thence North 01 degrees 24 minutes 00 seconds West 469.19 feet; thence North 90 degrees 00 minutes 00 seconds West, parallel to the North line of said Section 33, a distance of 121.40 feet; thence North 01 degrees 24 minutes 00 seconds West 20.00 feet; thence North 90 degrees 00 minutes 00 seconds West 100.00 feet; thence North 01 degrees 24 minutes 00 seconds West 135.00 feet to the North line of Section 33; thence South 90 degrees 00 minutes 00 seconds West 173.00 feet, more or less, to the point of beginning.

PARCEL II: Part of the Northwest 1/4 of Section 33, Township 36 North, Range 7 West of the 2nd Principal Meridian, Lake County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of said Section 33; thence North 90 degrees 00 minutes 00 seconds East, along the North line of said Section 33, a distance of 327.00 feet; thence South 01 degrees 24 minutes 00 seconds East, parallel to the West line of Section 33, a distance of 404.19 feet; thence North 90 degrees 00 minutes 00 seconds East 33.00 feet; thence South 01 degrees 24 minutes 00 seconds East 220.00 feet; thence North 90 degrees 00 minutes 00 seconds East 131.27 feet to the point of beginning; thence South 01 degrees 24 minutes 00 seconds East 205.46 feet; thence South 90 degrees 00 minutes 00 seconds East 125.40 feet; thence South 01 degrees 24 minutes 00 seconds East 325.35 feet; thence North 90 degrees 00 minutes 00 seconds East 280.69 feet; thence North 01 degrees 25 minutes 20 seconds West, parallel to the East line of the Northwest 1/4, of the Northwest 1/4 of said Section 33, a distance of 350.00 feet; thence North 44 degrees 55 minutes 03 seconds West 255.27 feet; thence South 90 degrees 00 minutes 00 seconds West 230.13 feet, more or less, to the point of beginning.

