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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 057077

2013 AUG -2 PM 1:00

MICHAEL L. BROWN  
RECORDER

**RECORDATION REQUESTED BY:**

First Financial Bank, N.A.  
Branch 744  
300 High St  
Hamilton, OH 45011

**WHEN RECORDED MAIL TO:**

First Financial Bank, N.A.  
Branch 744  
300 High St  
Hamilton, OH 45011

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated June 27, 2013, is made and executed between Southcreek Towers, LLC., an Indiana limited liability company, whose address is 8780 Wicker Ave, Saint John, IN 46373 (referred to below as "Grantor") and First Financial Bank, N.A., whose address is 300 High St, Hamilton, OH 45011 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated July 24, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

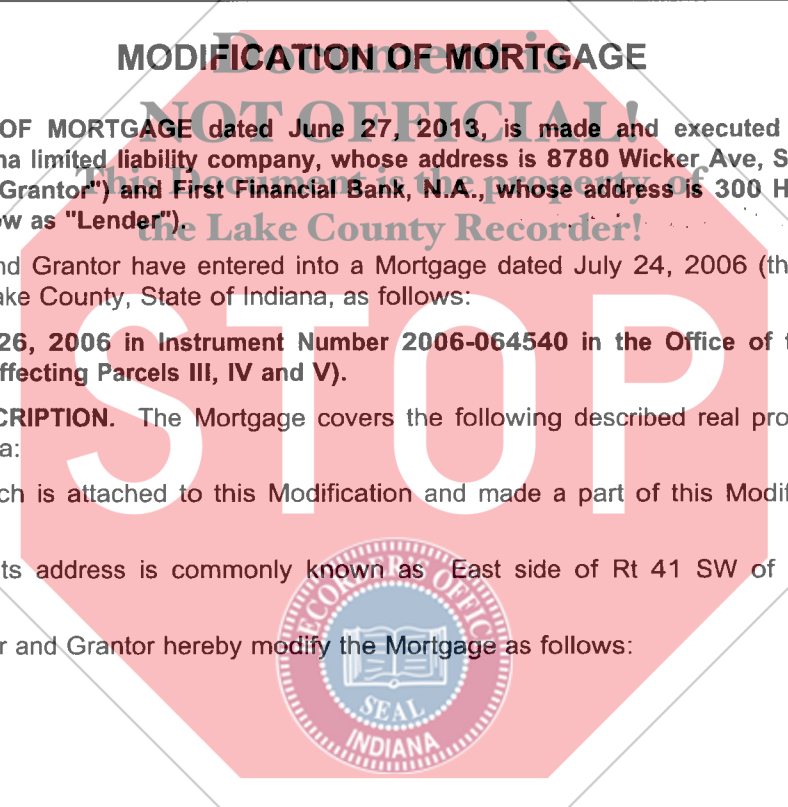
Recorded on July 26, 2006 in Instrument Number 2006-064540 in the Office of the Recorder of Lake County, Indiana. (Affecting Parcels III, IV and V).

**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 East side of Rt 41 SW of 165th St, Lowell, IN 46356.

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



AMOUNT \$ 25  
CASH CHARGE  
CHECK# 60416214  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-CONF \_\_\_\_\_  
DEPUTY AD

R-1

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 2400002418

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The maturity date of the note has been extended to June 27, 2014.

**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 endorsers 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.

**COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same 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 JUNE 27, 2013.**

**GRANTOR:**

SOUTHCREEK TOWERS, LLC.

By:

*Milburn E. Nelson*  
Milburn E. Nelson, Managing Member of Southcreek Towers,  
LLC.

**LENDER:**

FIRST FINANCIAL BANK, N.A.

X

*Kyle Ropac*  
Kyle Ropac, Relationship Manager



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 2400002418

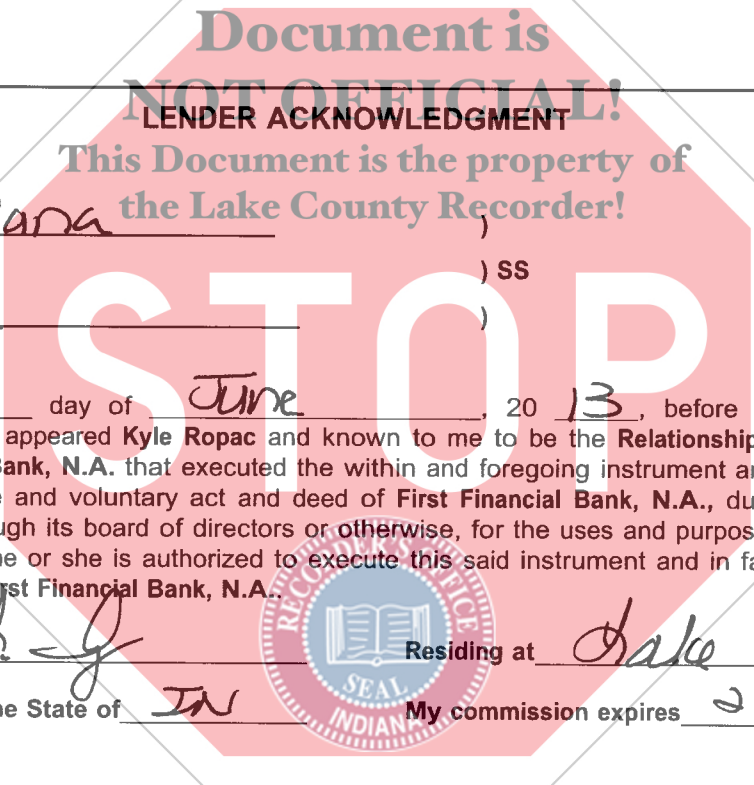
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 27 day of June, 20 13, before me, the undersigned Notary Public, personally appeared **Milburn E. Nelson, Managing Member of Southcreek Towers, 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 [Signature] Residing at Lake  
Notary Public in and for the State of IN My commission expires 2-21-20



STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 27 day of June, 20 13, before me, the undersigned Notary Public, personally appeared **Kyle Ropac** and known to me to be the **Relationship Manager**, authorized agent for **First Financial Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Financial Bank, N.A.**, duly authorized by **First Financial Bank, N.A.** 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 **First Financial Bank, N.A.**

By [Signature] Residing at Lake  
Notary Public in and for the State of IN My commission expires 2-21-20

**MODIFICATION OF MORTGAGE  
(Continued)**

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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 (Kyle Ropac, Relationship Manager).

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**This Modification of Mortgage was prepared by: Kyle Ropac, Relationship Manager**

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**EXHIBIT "A"**

Property Address: Vacant Land, Crown Point, IN 46307

Parcel I:

That part of the Northwest 1/4 of Section 29, Township 34 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana, lying Easterly of the center line of Chase Street, except therefrom the following described tracts:

EXCEPTION No. 1: Part of the Northwest 1/4 of Section 29, Township 34 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana, being more particularly described as follows: Beginning at a point 500.00 feet West of the Northeast corner of said Northwest 1/4; thence South a distance of 250.00 feet; thence West a distance of 100.00 feet; thence North parallel to the East line of said Northwest 1/4, a distance of 250.00 feet to the North line of said Northwest 1/4; thence East a distance of 100.00 feet to the place of beginning.

EXCEPTION No. 2: Part of the Northwest 1/4 of Section 29, Township 34 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana, being more particularly described as follows: Beginning at a point 200.00 feet West of the Northeast corner of said Northwest 1/4; thence South a distance of 250.00 feet; thence West a distance of 100.00 feet; thence North parallel to the East line of said Northwest 1/4 a distance of 250.00 feet to the North line of said Northwest 1/4; thence East a distance of 100.00 feet to the place of beginning.

ALSO EXCEPTING THEREFROM: That part platted as The Galleries, as per plat thereof, recorded in Plat Book 91 page 58 in the Office of the Recorder of Lake County, Indiana; that part platted as The Galleries Unit 2-Phase 1, as per plat thereof, recorded in Plat Book 97 page 20, in the Office of the Recorder of Lake County, Indiana; and that part platted as The Galleries Unit 2 - Phase 2, as per plat thereof, recorded in Plat Book 103 page 34 in the Office of the Recorder of Lake County, Indiana.

Parcel II:

Lot 61 in The Galleries Unit 2 - Phase 1, as per plat thereof, recorded in Plat Book 97 page 20, in the Office of the Recorder of Lake County, Indiana.

Parcel III:

All that part of the West 1/2 of the Northeast 1/4 of Section 16, Township 33 North, Range 9 West of the 2nd Principal Meridian, lying West of the Chicago, Indiana and Southern Railroad Company, now the New York Central Railroad Company, in Lake County, Indiana.

Parcel IV:

The Northwest 1/4 of Section 16, Township 33 North, Range 9 West of the 2nd Principal Meridian, EXCEPT a part thereof in the Southwest corner described as follows: A tract of land in the Southwest 1/4 of the Northwest 1/4 of Section 16, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, bounded and described as follows: Commencing at the Southwest corner of said tract of land and proceeding North on the West line of said tract 482 feet more or less to a fence; thence Easterly parallel with the South line of said tract of land a distance of 739.6 feet to a point; thence Southerly parallel with the West line of said tract of land a distance of 482 feet, more or less, to the South line of said tract of land, thence Westerly on the South line of said tract of land a distance of 739.6 feet, more or less, to the point of beginning.

EXCEPTING FROM PARCELS III AND IV THE FOLLOWING DESCRIBED PARCEL OF LAND:

That part of the North 1/2 of the Northwest 1/4 AND the North 1/2 of the Northeast 1/4, lying West of the New York Central Railroad Company right of way in Section 16, Township 33 North, Range 9 West of the Second Principal Meridian, more particularly described as follows: Beginning at the Northwest corner of said Section; thence North  $89^{\circ}43'49''$  East along the North line of said Section a distance of 3,514.56 feet to the Westerly right of way line of the New York Central Railroad Company; thence South  $05^{\circ}03'00''$  East along said Westerly right of way line a distance of 1136.60 feet to the North line of the Indiana and Michigan Electric Company easement (per document #55404 dated March 18, 1970); thence North  $89^{\circ}20'08''$  West along said North line a distance of 3,596.38 feet to the West line of said Section; thence North  $00^{\circ}59'06''$  West along the West line of said Section a distance of 1074.10 feet to the point of beginning.

Parcel V:

The West 1/2 of the Southwest 1/4 of Section 16, Township 33 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, EXCEPTING the South 33 acres thereof, and also excepting the following described parcel: Beginning at a point on the West line of said Section and 1,591.65 feet North of the Southwest corner thereof; thence East at right angles 686.27 feet; thence North at right angles, 645.80 feet; thence West at right angles 686.27 feet to the West line of said Section 16; thence South along said West line 645.80 feet more or less to the point of beginning.

Parcel VI:

Lots 43, 44, 45, 63, 64, 67, 70, 71, 77, 78, 79, 80, 81, 82, 83, 84 in The Galleries Unit 2-Phase 2, as per plat thereof, recorded in Plat Book 103 page 34 in the Office of the Recorder of Lake County, Indiana.

