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MICHAEL B. BROWN RECORDER

## FIRST AMENDMENT TO FIRST MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES AND FIXTURE FILING

This First Amendment to First Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (this "Amendment") is dated as of September 1, 2013, and is made by and among:

Borrower:

Greenleaf Hunter's Pond LLC, an Indiana limited liability company

Mortgagor:

Greenleaf Hunter's Pond II LLC, an Indiana limited liability company

Guarantor:

Melinda K. Reeder Document is

Lender:

NOT OFFICIAL!

The First Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing (herein defined) modified by this Amendment are Security Agreements and Financing Statements under Article 9 of the Uniform Commercial Code, with Borrower as Debtor and Lender as Secured Party.

## RECITALS

- Borrower obtained a loan from Lender in the amount of Two Million Four Hundred Eighty-Six Thousand Five Hundred Thirty-Five and 00/100 Dollars (\$2,486,535.00) dated June 8,2010 as evidenced by that certain Renewal Promissory Note of even date therewith (hereinafter, collectively "Loan").
  - В. Mortgagor's and Guarantor's obligations under the Loan are secured by:
  - that certain Mortgage dated June 8, 2010 from Greenleaf Hunter's Pond II LLC, an Indiana limited liability company, to Lender recorded with the Elkhart County, Indiana Recorder's Office on June 15, 2010 as Document No. 2010-11537 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon ("Property"); and
- The parties desire to amend the Mortgage, and Mortgagor is entering into this Amendment pursuant to the terms of a Loan Agreement to modify the Mortgage and secure all obligations under the Loan.

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(12013-3600)

#### **AGREEMENTS**

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

- 1. **TERMINOLOGY.** All capitalized terms used herein shall have the meaning given them in the Mortgage, unless a different meaning is assigned herein or required from the context in which such term is used.
- 2. **AMENDMENT TO MORTGAGE**. The Mortgage is hereby amended and modified as follows:
  - A. The maturity date under the Note shall be extended to September 7, 2016.
- 3. <u>LIEN PRIORITY</u>. All of the Property shall remain and continue in all respects subject to the Mortgage, and nothing in this Amendment, or done pursuant to this Amendment, shall affect or be construed to affect the lien of the Mortgage or the priority thereof as to such property. Borrower shall provide, at Borrower's sole cost and expense, to Lender's title insurance coverage as Lender may request insuring the continued first lien position of the Mortgage, as amended, as to all of the Property, with priority over all encumbrances not agreed to by Lender in writing. Borrower shall obtain such priority agreements, lien waivers, or other instruments from any and all parties who have performed work on or supplied materials to the Property or lenders, and shall execute such indemnity agreements as may be required by the title company in connection with the issuance of such endorsements or policy. The grants, conveyances, mortgages, representations, and warranties as set forth in the mortgage are reaffirmed in this Amendment to Mortgage as of this date.
- 4. BINDING EFFECT. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successor and assigns.
- 5. <u>COUNTERPARTS</u>. The parties may execute this Amendment in any number of counterparts and/or duplicate originals (for recording, where necessary, in different counties), each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

(signature on next page)



EXECUTED on the \_/8 day of September, 2013.

## **BORROWER:**

# GREENLEAF HUNTER'S POND LLC, an

Indiana limited liability company

Reeder Companies L.L.C., an Indiana limited liability company

By:

Melinda K. Reeder, Managing Member

) SS

**MORTGAGOR:** 

GREENLEAF HUNTER'S POND II LLC, an

Indiana limited liability company

Reeder Companies L.L.C., an Indiana

limited liability company

By:

Melinda K. Reeder, Managing Member

STATE OF

**COUNTY OF** 

Morga, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Melinda K. Reeder, as Managing Member of Reeder Companies L.L.C., the Manager of Greenleaf Hunter's Pond LLC, an Indiana limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act of the company for the uses and purposes therein set forth.

MELISSA R. MOHOAN

GIVEN under my hand and a County Seal the

This Document is the pNotary Public

My Commission Expires:

the Lake County Recorder!

STATE OF

Word Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Melinda K. Reeder, as Managing Member of Reeder Companies L.L.C., the Manager of Greenleaf Hunter's Pond II LLC, an Indiana limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act of the company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this

Notary Public

My Commission Expires:

MELISSA R. MORGAN Lake County My Commission Expires December 3, 2018

**AFFIRMATION** 

I affirm, under the penalties of perjury, that I have taken reasonable care to redage ocial Security number in this document, unless required by law.

THIS DOCUMENT PREPARED BY:

GREG A. BOUWER, ATTORNEY ID. NUMBER 16368-53 KORANSKY, BOUWER & PORACKY, P.C., 425 JOLIET STREET, SUITE 425, DYER, IN 46311

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### **EXHIBIT A**

Part of the East Half of the Southwest Quarter of Section 17, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point on the North-South centerline of the Southwest Quarter, which point is the South line of Lot 115, Unit 26, Woodmar, produced West to said centerline; thence East on said line produced, 183 feet to the Southeast corner of said Lot 115; thence South on a line parallel to the centerline of said Southwest Quarter, 150 feet; thence West on a line parallel to the South line of Lot 115, 183 feet; thence North on centerline of the Southwest Quarter of said Section, 150 feet to the place of beginning.

