

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 002039

2014 JAN 15 AM 8:54

MICHAEL S. 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 January 7, 2014, is made and executed between Krooswyk Brothers, LLC, an Indiana Limited Liability Company, whose address is 9731 Indianapolis Blvd, Highland, IN 46322-2620 (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 December 12, 2008 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded February 20, 2009 as instrument number 2009 010484.

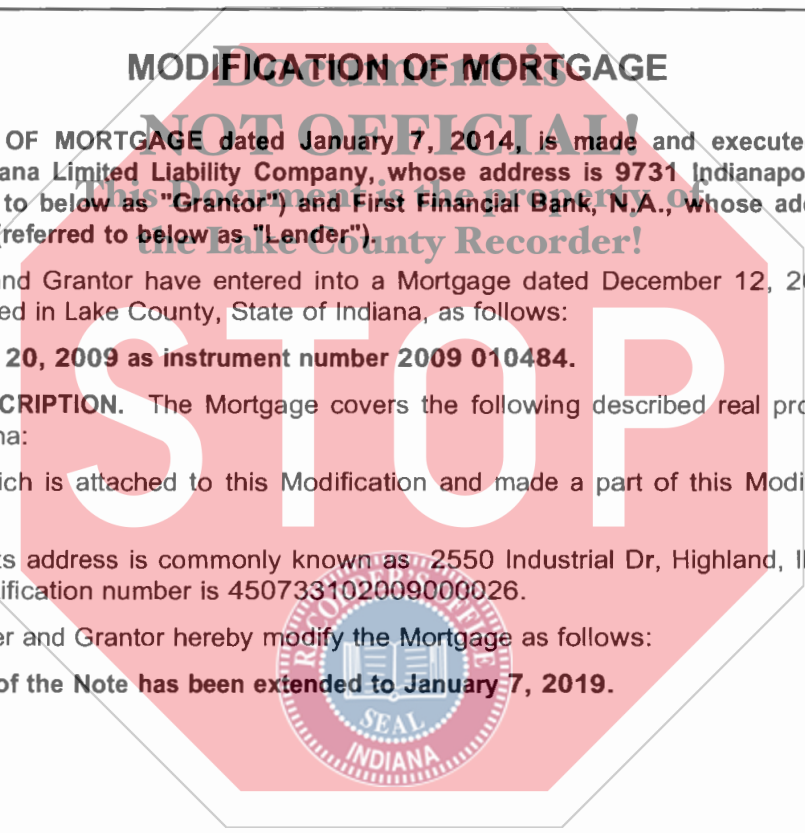
REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Lake County, State of Indiana:

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 2550 Industrial Dr, Highland, IN 46322-2625. The Real Property tax identification number is 450733102009000026.

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

The maturity date of the Note has been extended to January 7, 2019.



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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 2230093975

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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.

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 JANUARY 7, 2014.

GRANTOR:

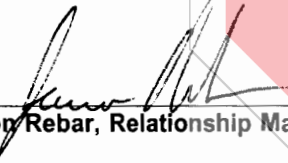
KROOSWYK BROTHERS, LLC

By: 
Terry L. Krooswyk, Member of Krooswyk Brothers, LLC

By: 
Russell J. Krooswyk, Member of Krooswyk Brothers, LLC

LENDER:

FIRST FINANCIAL BANK, N.A.

X 
Jason Rebar, Relationship Manager



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 2230093975

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

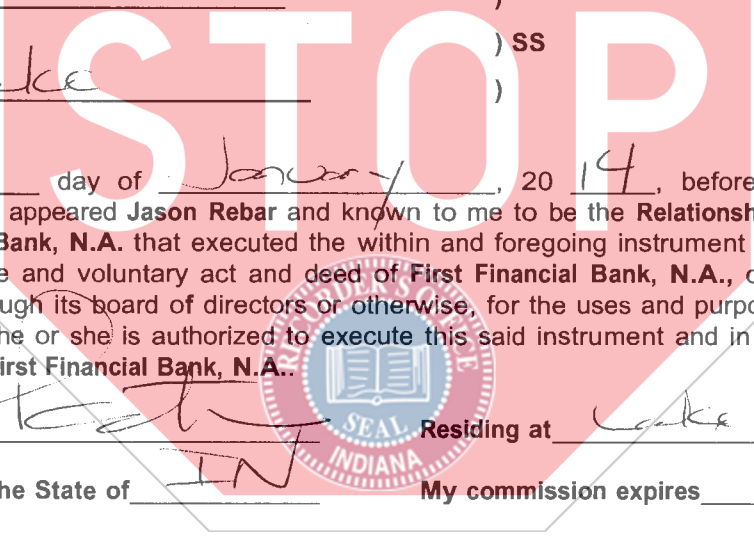
On this 7th day of January, 20 14, before me, the undersigned Notary Public, personally appeared **Terry L. Krooswyk, Member of Krooswyk Brothers, LLC and Russell J. Krooswyk, Member of Krooswyk Brothers, LLC**, and known to me to be members or designated agents of the limited liability company that 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 Co

Notary Public in and for the State of IN My commission expires _____

CAROL A PETERSEN
Notary Public Seal State of Indiana
Lake County
My Commission Expires 4/27/2016

This Document is the property of
the Lake County Recorder!



STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 7th day of January, 20 14, before me, the undersigned Notary Public, personally appeared **Jason Rebar** 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 Co

Notary Public in and for the State of IN My commission expires _____

CAROL A PETERSEN
Notary Public Seal State of Indiana
Lake County
My Commission Expires 4/27/2016

**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 (Jason Rebar, Relationship Manager).

This Modification of Mortgage was prepared by: Jason Rebar, Relationship Manager



EXHIBIT "A" LEGAL DESCRIPTION

Page: 1 of 1

Account #: 22851253
Order Date : 12/17/2013
Reference : 2230093975
Name : KROOSWYK BROTHERS LLC
Deed Ref : 99082667

Index #:
Registered Land:
Parcel #: 450733102009000026

SITUATED IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA:

PART OF THE NORTHWEST QUARTER OF THE SECTION 33, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 50 FEET EAST OF THE WEST LINE OF SAID SECTION 33 AND 893.77 FEET SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE SOUTH 89 DEGREES 44 MINUTES 28 SECONDS EAST A DISTANCE OF 594.38 FEET TO THE POINT OF BEGINNING; THENCE NORTH 65 DEGREES 18 MINUTES EAST A DISTANCE OF 250 FEET; THENCE SOUTH 11 DEGREES 04 MINUTES 20 SECONDS EAST A DISTANCE OF 440.53 FEET; THENCE WEST A DISTANCE OF 311.73 FEET; THENCE NORTH A DISTANCE OF 327.86 FEET TO THE POINT OF BEGINNING, IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 99082667, OF THE LAKE COUNTY, INDIANA RECORDS.

