

2014 003031

STATE OF HEILS FILED FOR RECORD 2014 JAN 16 AM 8: 36 MICHAEL B. BROWN RECORDER

First Financial Bank, National Association Berrower: Saddle Creek Development LLC Loan Number: 2230091797 & 820101243

THIS DOCUMENT REFERENCES AND AMENDS THE TERMS OF AN OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING DATED AS OF SEPTEMBER 4, 2007 AND RECORDED IN INSTRUMENT NO. 2007 072345 OF THE LAKE COUNTY, INDIANA OFFICIAL REAL **ESTATE** RECORDS. Jocument is

Extension of Open-End Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing

This Document is the property of (Maximum Amount \$6,000,000.00)

THIS EXTENSION OF OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (the "Amendment") is made as of December 27, 2013 by and between Saddle Creek Development LLC, an Indiana limited liability company located at 8051 Wicker Ave, Suite A, Saint John, IN 46373 (individually and collectively, the "Mortgagor") and FIRST FINANCIAL BANK, NATIONAL ASSOCIATION, a national banking association, located at 300 High Street, Hamilton, Ohio 45011 (the "Mortgagee").

### WITNESSETH:

WHEREAS, Mortgagor and Mortgagee entered into that certain Open-End Mortgage, Assignment of Rents and Leases, Security Agreement, and Fixture Filing dated as of September 4, 2007, which granted a mortgage lien from Mortgagor to Mortgagee encumbering the real estate described on Exhibit A attached hereto, and which Mortgage was recorded in Instrument No. 2007 072345 of the Lake County, Indiana real estate records (the "Mortgage"); and

WHEREAS, Mortgagor desires to amend the Mortgage to reflect an extension of the Maturity Date of the Indebtedness to December 27, 2015 and to ensure that the Mortgage will continue to secure the Indebtedness; and

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WHEREAS, Mortgagor desires to amend the Mortgage to add the New Loan Documents to the documents secured by the Mortgage, reflect additional Indebtedness and an extension of the Maturity Date of the Indebtedness and to ensure that the Mortgage will secure the additional Indebtedness and will continue to secure the Indebtedness; and

WHEREAS, Mortgagor and Mortgagee desire that the Mortgage, as amended by this Amendment, **shall maintain its priority**.

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:

- 1. Capitalized terms used and not otherwise defined herein are used with the meaning set forth in the Mortgage. The Loan Documents as defined in the Mortgage is hereby amended to include the New Loan Documents.
- 2. The last payment under the Loan Documents is due on December 27,
- 3. Mortgagor acknowledges that it will be prepared to pay off the loan in full on the Maturity Date, and that Mortgagee has never made any representation to Mortgagor that Mortgagee will refinance the loan prior to the Maturity Date.
- Mortgagor acknowledges that Mortgagee chas performed all of its obligations to Mortgagor to date, that Mortgagee is not in default of any of Mortgagee's obligations, and that Mortgagor has no defenses, setoffs, or other claims against Mortgagee arising out of the Indebtedness or the Mortgage and the Loan Documents.
- 5. Mortgagor agrees that this is not a novation of any Indebtedness but merely an extension and/or modification of the existing Indebtedness.
- Mortgager acknowledges that it is still bound by the original which remains in full force and effect in accordance with its terms, except as modified herein and by any amendment documents executed contemporaneously Except as expressly amended herein, all other terms and provisions of the Mortgage remain in full force and effect. The lien of the Mortgage is in no manner impaired hereby and any default under the terms of the Mortgage or the Loan Documents shall constitute a default hereunder, and any default hereunder shall constitute a default under the Mortgage and Loan Documents.
- 7. All provisions of the Mortgage not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of conflict between and among the various provisions in the Mortgage and this Amendment, the provisions of this Amendment shall prevail.

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

### **MORTGAGOR:**

## SADDLE CREEK DEVELOPMENT LLC

By: OD ENTERPRISES, INC., its Managing Member

By: Name: Stat F. OUNAR
Title: ASST V.P & TICONARA

State of Indiana
Porter County
My Commission Expires June 13 209

**Notary Public Seal** 

# MORTGAGEE: FIRST FINANCIAL BANK, NATIONAL ASSOCIATION

By: Print Name: Title: State of IN ss: County of Lake Before me, the undersigned, a Notary Public, personally appeared with A Raph c, the VP of First Financial Bank, National Association, a of First Financial Bank, National Association, a national banking association, and acknowledged execution of the foregoing instrument on behalf of First Financial Bank, National Association this 27 day of December, 2013. My Commission Expires: 2 2 This Document is the printed perty My County of Residence is: This instrument drafted by and when recorded return to the person/entity specified below. This instrument was prepared by Girm Tymalian, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. [name] 450 W. Lincoln Hwy [street address] [city, state, zip code]

## **EXHIBIT A**

# **Legal Description**

Parcel 1: Lots 44, 131, 132, 139, 140, 146, Outlots A and I, excepting that part of Outlot I deed to the Sanitary District of the Town of St. John, Lake County, Indiana by Deed recorded November 4, 2011 as Document No. 2011 061916 in Saddle Creek Subdivision – Phase I, as per plat thereof, recorded in Plat Book 97 page 76, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: Lots 1, 19, 90 to 123, both inclusive, 125, 127, 128; Outlot G in Saddle Creek Subdivision – Phase II, as per plat thereof, recorded in Plat Book 101 page 26, in the Office of the Recorder of Lake County, Indiana.

