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2014 003100

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 JAN 16 AM 9:02

MICHAEL W. 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 December 12, 2013, is made and executed between BKO Properties, LLC, an Indiana limited liability company, whose address is 2950 45th St, Highland, IN 46322 (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 13, 2012 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded April 17, 2013 as Instrument #2013-027433 in the Lake County Indiana recorders.

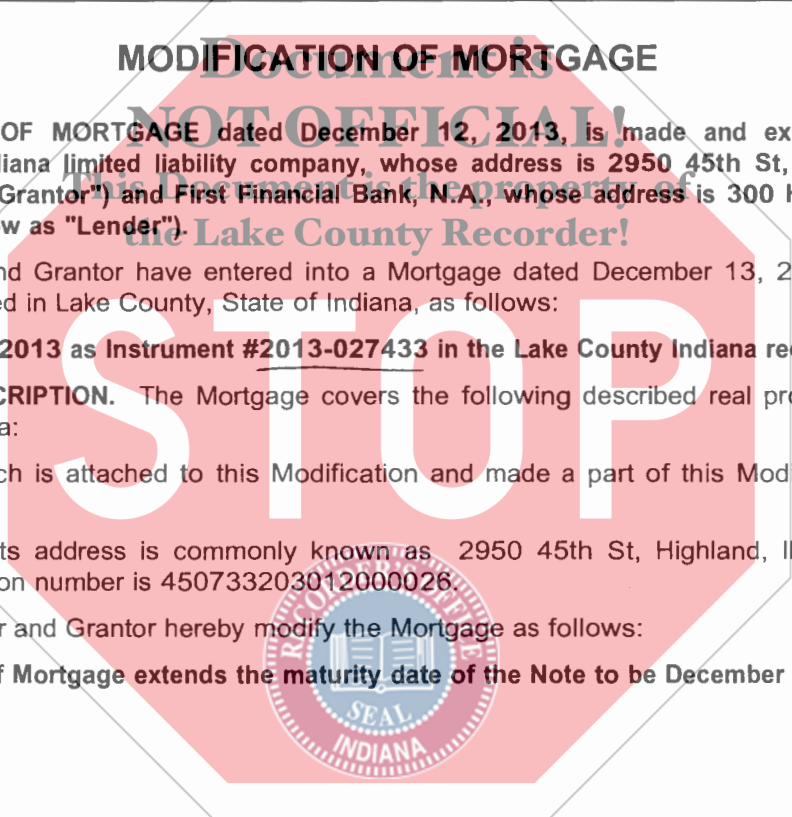
**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Lake County, State of Indiana:

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 2950 45th St, Highland, IN 46322. The Real Property tax identification number is 450733203012000026.

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

This Modification of Mortgage extends the maturity date of the Note to be December 11, 2014.



+1 Reference  
AMOUNT \$ 23-  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 00445740  
OVERAGE \_\_\_\_\_ E  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK EB

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 2230090666

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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 DECEMBER 12, 2013.**

**GRANTOR:**

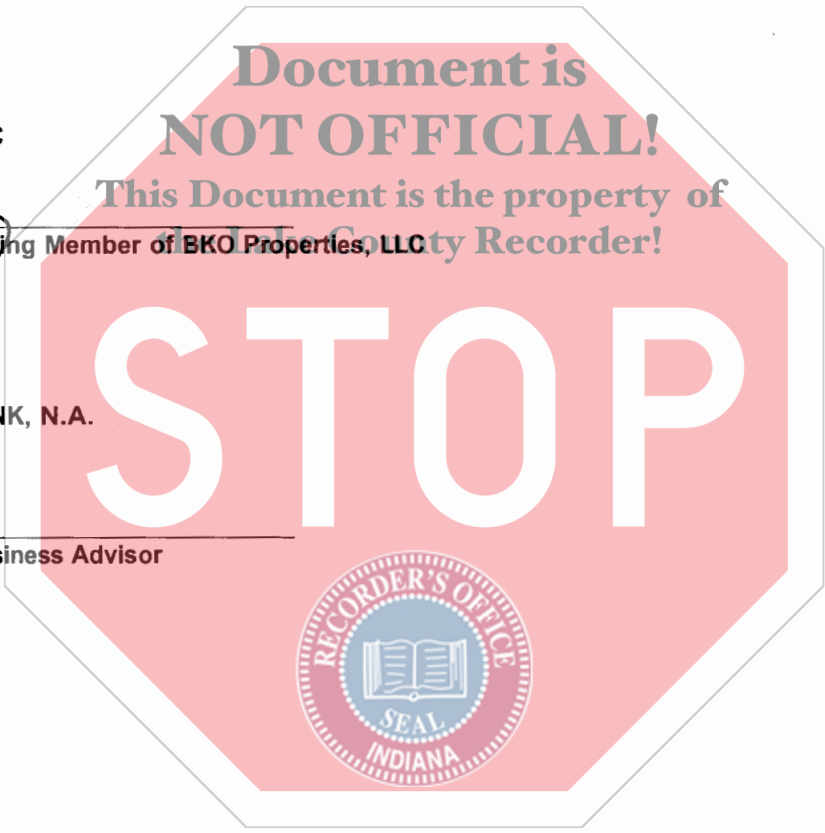
**BKO PROPERTIES, LLC**

By: *John Osan*  
John Osan, Managing Member of BKO Properties, LLC

**LENDER:**

**FIRST FINANCIAL BANK, N.A.**

X *Craig Carpenter*  
Craig Carpenter, Business Advisor



MODIFICATION OF MORTGAGE  
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS  
COUNTY OF Lake )

On this 12 day of December, 20 13, before me, the undersigned Notary Public, personally appeared **John Osan, Managing Member of BKO Properties, 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.

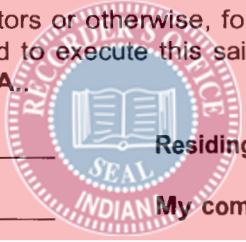
By John Osan Residing at Lake  
Notary Public in and for the State of IN My commission expires 2-21-20

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 12 day of December, 20 13, before me, the undersigned Notary Public, personally appeared **Craig Carpenter** and known to me to be the **Business Advisor**, 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 Craig Carpenter 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 (Craig Carpenter, Business Advisor).

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**This Modification of Mortgage was prepared by: Craig Carpenter, Business Advisor**

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EXHIBIT A

Situated in Lake County, Indiana

Lot 36, except the West 240 feet thereof, in Erie Subdivision No. 1 of the Industrial Center Land Company, in the town of Highland, as per Plat thereof, recorded in Plat Book 26, page 36, in the office of the recorder of 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. 2002-009495, of the Lake County, Indiana records.

