

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 007965

2014 FEB 11 AM 9:22

MICHAEL B. 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 18, 2013, is made and executed between Louise's Realty, LLC, an Indiana limited liability company, whose address is 9533 Wicker Ave, Saint John, IN 46378 (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 June 2, 2008 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Instrument number 2008 042511, recorded June 11, 2008.

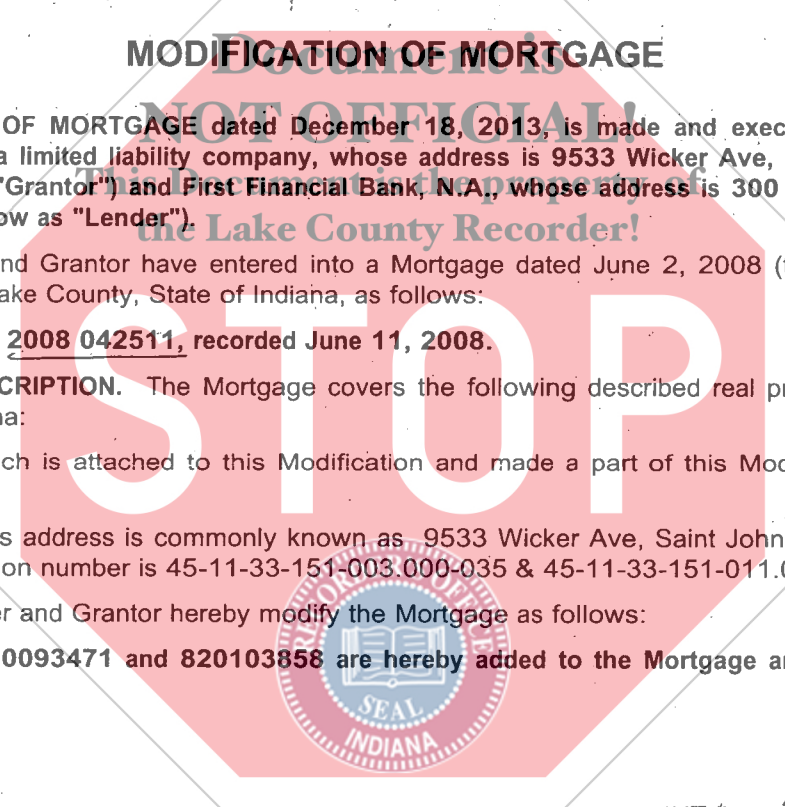
REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Lake County, State of Indiana:

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 9533 Wicker Ave, Saint John, IN 46373. The Real Property tax identification number is 45-11-33-151-003.000-035 & 45-11-33-151-011.000-035.

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

Loan numbers 2230093471 and 820103858 are hereby added to the Mortgage and is referenced in the



1 Ref

AMOUNT \$ 27⁰⁰
CASH _____ CHARGE _____
CHECK # 60448037, 60450000
OVERAGE _____
COPY _____
NON-COM _____
CLERK SP E

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 2230093471

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modified definition of Note below. The definition of Note is hereby amended and restated to read as follows:

Note. The word "Note" means the promissory note dated December 18, 2013, in the original principal amount of \$100,000.00 from Grantor to Lender for loan number 2230093471 and the promissory note dated August 16, 2011, in the original principal amount of \$2,880,625.48 from Grantor to Lender for loan number 820103858 together with all renewals of, extensions of, modifications of, refinancing of, consolidation of and substitutions for each promissory note or agreement. The maturity date of the Note for loan number 2230093471 is December 18, 2014 and **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.** The maturity date of the Note for loan number 820103858 is August 16, 2016.

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.



**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 2230093471

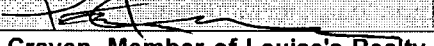
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 18, 2013.

GRANTOR:

LOUISE'S REALTY, LLC

By: 
Paul Craven, Managing Member of Louise's Realty, LLC

By: 
Paul T. Craven, Member of Louise's Realty, LLC

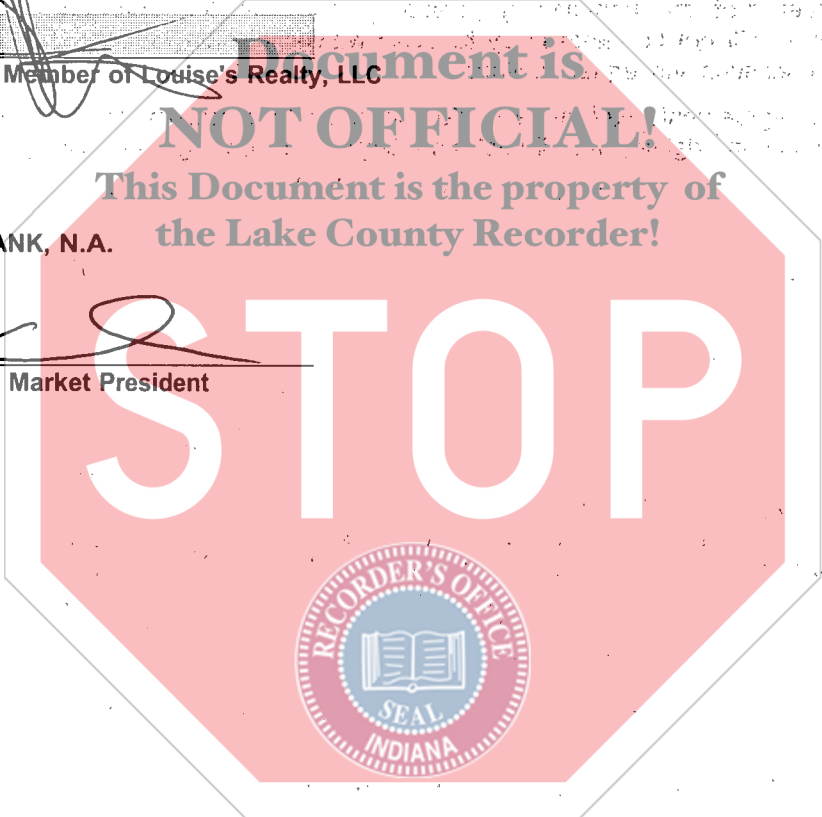
By: 
Kristoffer P. Craven, Member of Louise's Realty, LLC

By: 
Jill L. Supurgeci, Member of Louise's Realty, LLC

LENDER:

FIRST FINANCIAL BANK, N.A.

X 
Michael Schneider, Market President



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 2230093471

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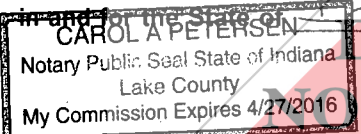
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 18th day of December, 20 13, before me, the undersigned Notary Public, personally appeared Paul Craven, Managing Member of Louise's Realty, LLC; Paul T. Craven, Member of Louise's Realty, LLC; Kristoffer P. Craven, Member of Louise's Realty, LLC; and Jill L. Supurgeci, Member of Louise's Realty, 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 Indiana My commission expires 4-27-2016



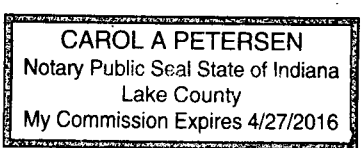
This **DENDER** ACKNOWLEDGMENT of
the Lake County Recorder!

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 18th day of December, 20 13, before me, the undersigned Notary Public, personally appeared Michael Schneider and known to me to be the **Market President**, 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 Indiana My commission expires 4-27-2016



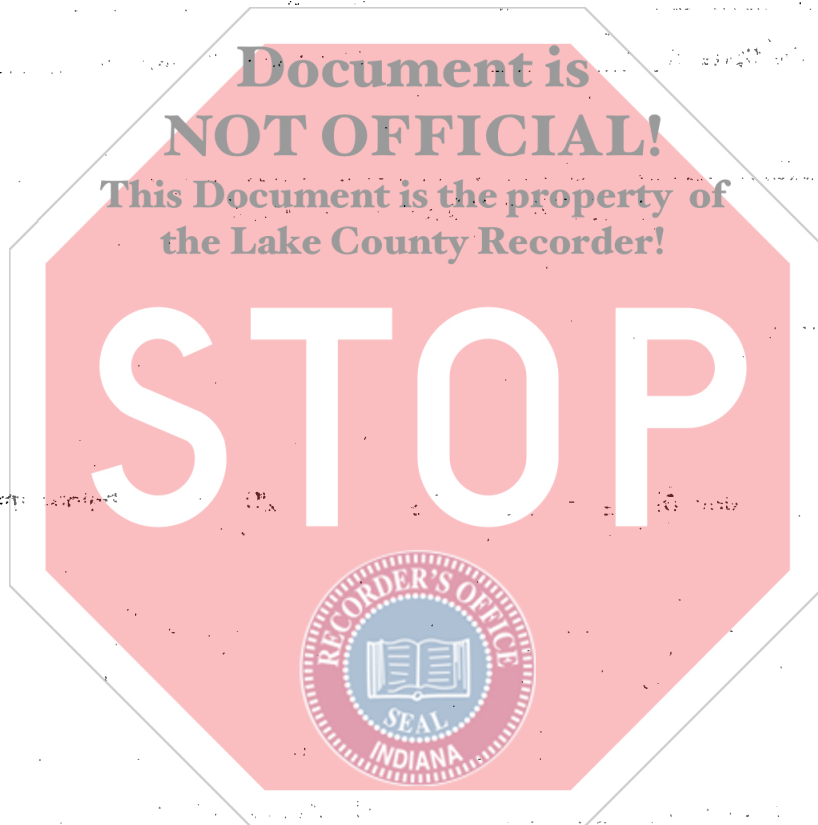
**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 2230093471

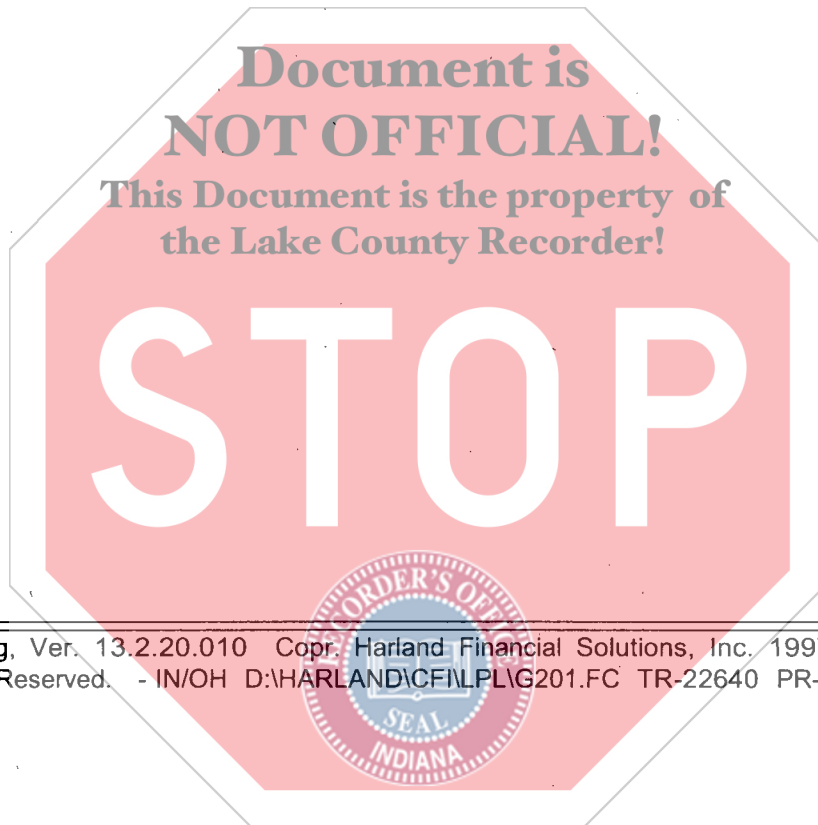
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I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (Michael Schneider, Market President).

This Modification of Mortgage was prepared by: Michael Schneider, Market President



RECORDING PAGE



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EXHIBIT A

Parcel I:

Lot 1 in Louise's Addition to the Town of St. John, as per plat thereof, recorded in Plat Book 70 page 33, in the Office of the Recorder of Lake County, Indiana and as amended by Plat of Correction recorded September 2, 1992 as Document No. 92055837 in Plat Book 73 page 5, in the Office of the Recorder of Lake County, Indiana.

Parcel II:

Part of the West 1/2 of the West 1/2 of the Northwest Quarter of Section 33, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana described as follows: Beginning at a point 1659.28 feet South and 345 feet East of the Northwest corner of said Section 33, said point being the Southeast corner of Lot 1 of Louise's Addition as per plat thereof, recorded in Plat Book 70 page 33, in the Office of the Recorder of Lake County, Indiana; thence East 321.53 feet more or less to the East line of the West 1/2 of the West 1/2 of the Northwest Quarter of said Section 33; thence North 95.11 feet more or less to the Southeast corner of the tract conveyed to Elizabeth C. Schmal by deed recorded March 21, 1912 in deed record 112 page 309; thence Northwesterly along the Southwesterly line of said Schmal parcel 51.04 feet to a point 1533.28 feet South of the Northwest corner of said Section 33; thence West 280.78 feet more or less to the Northeast corner of Lot 1 of Louise's Addition; thence South 126.0 feet to the point of beginning.

