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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 078135

2014 DEC -9 AM 10:09

MICHAEL D. BROWN
RECORDER

MODIFICATION TO MORTGAGE AND SECURITY AGREEMENT (FINANCING STATEMENT) AND ASSIGNMENT OF RENTS AND LEASES

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This Modification to Mortgage and Security Agreement (Financing Statement) and Assignment of Rents and Leases ("**Modification**") is made as of November 25, 2014 by **PRAIRIE SQUARE LLC**, an Indiana limited liability company ("**Borrower**"), whose address is 8087 Randolph Street, Hobart, Indiana 46342, and **CENTIER BANK**, an Indiana state bank (together with its successors and assigns, "**Centier**"), with offices at 600 East 84th Avenue, Merrillville, Indiana 46410.

As of August 6, 2014, Borrower executed and delivered to Centier a certain Mortgage and Security Agreement (Financing Statement), which was recorded in the Office of the Recorder of Lake County on August 13, 2014 as Document Number 2014 048645, and a certain Assignment of Rents and Leases, which was recorded in the Office of the Recorder of Lake County on August 13, 2014 as Document Number 2014 048646 (collectively, the "**Recorded Documents**"), both with respect to the real property in Lake County, Indiana, as described as follows:

Lot 1, in Shaver's 45th Avenue Commercial Addition, Unit 1, to the Town of Highland, as per plat thereof, recorded in Plat Book 45, page 142, in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM the West 100 feet and the North 80 feet thereof.

Pursuant to a certain First Amendment to Construction and Real Estate Loan Agreement of even date herewith, Borrower and Centier agreed to increase the maximum principal amount payable under the Note (as defined in the Recorded Documents) and to make certain other modifications to the Note. If and to the extent that either or both of the Recorded Documents do not secure repayment of the full amount of the Note, as so modified, the parties wish to modify the Recorded Documents as provided herein to cause both of the Recorded Documents to secure repayment of the full amount of the Note, as modified, and all other "Obligations" and "Indebtedness Hereby Secured" (as defined in the Recorded Documents).

NOW THEREFORE, in consideration of the agreement of Centier to increase the maximum principal amount under the Note, the parties agree as follows:

1. Effective as of the date of this Modification, for purposes of the Recorded Documents, the "**Note**" will mean the Promissory Note dated as of August 6, 2014, in

Chicago Title Insurance Company

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the principal amount of \$12,125,000.00, drawn by Borrower to the order of Centier, with a final payment due not later than August 6, 2021, which provides for interest at a variable rate, as modified by the First Allonge to Promissory Note of even date herewith, which increased the maximum principal amount of the Note to \$13,370,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for any or all of said note and allonge.

2. Effective as of the date of this Modification, for purposes of the Recorded Documents, the "**Loan Agreement**" will mean the Construction and Real Estate Loan Agreement dated as of August 6, 2014, as amended by the First Amendment to Construction and Real Estate Loan Agreement of even date herewith, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions therefor.

3. Except as specifically provided herein, the Recorded Documents will remain in full force and effect.



IN WITNESS WHEREOF, Borrower has executed this Modification to Mortgage and Security Agreement (Financing Statement) and Assignment of Rents and Leases, or has caused the same to be executed by its representatives thereunto duly authorized, on the date first written above.

Borrower:

PRAIRIE SQUARE LLC, an Indiana limited liability company

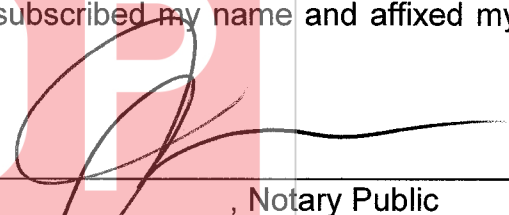
By: 

Eric T. Gastevich
Principal Member

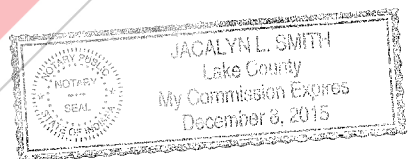
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, the undersigned, a Notary Public, on November 25, 2014, personally appeared Eric T. Gastevich, personally known to me to be the same person whose name is subscribed to the foregoing document as Principal Member of Prairie Square LLC, and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that such person has affixed such person's name to and delivered said document as such person's own free and voluntary act and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.


_____, Notary Public

Commission Expires: _____ County of Residence: _____



Centier:

CENTIER BANK, an Indiana state bank

By: *Amy L. Kezy*
Amy L. Kezy, Vice President

STATE OF INDIANA)
COUNTY OF *Lake*) SS:

BEFORE ME, the undersigned, a Notary Public, on January 25, 2010, personally appeared Amy L. Kezy, personally known to me to be the same person whose name is subscribed to the foregoing document as Vice President of Centier Bank, and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that such person has affixed such person's name to and delivered said document as such person's own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

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Notary Public

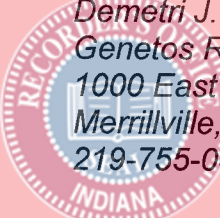
Commission Expires: _____

County of Residence: _____

JACALYN L. SMITH
Lake County
My Commission Expires
December 3, 2015

This instrument was prepared by:

Demetri J. Retson
Genetos Retson & Yoon LLP
1000 East 80th Place, Suite 555 North
Merrillville, Indiana 46410
219-755-0400; fax: 219-755-0410



The foregoing preparer states as follows: 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.