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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 DEC 19 AM 9:05

MICHAEL B. BROWN
RECORDER

RETURN TO: RHETT L. TAUBER, ESQ.
TAUBER LAW OFFICES
1415 EAGLE RIDGE DRIVE
SCHERERVILLE, IN 46375

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**EXTENSION AND AMENDMENT OF
PROMISSORY NOTE AND REAL ESTATE MORTGAGE**

This Extension and Amendment of Promissory Note and Real Estate Mortgage ("Amendment") is made and entered into as of the 19th day of December, 2014, and effective as of September 1, 2014 (the "Effective Date"), by and between **WOODLAND PINE DEVELOPERS, LLC, AN INDIANA LIMITED LIABILITY COMPANY** (the "Borrower") and **F & G INVESTMENTS, LP, AN INDIANA LIMITED PARTNERSHIP**, with its principal office in the Highland, Lake County, Indiana (the "Lender").

WITNESSETH:

WHEREAS, the Lender is the owner and holder of a Promissory Note of the Borrower for the original principal sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), bearing a date of August 10, 2009 (the "Note"), together with that certain Real Estate Mortgage, Security Agreement, Collateral Assignment of Rents and Leases and Fixture Filing (the "Mortgage"), on the following described real estate located in Lake County, Indiana:

Part of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 35 North, Range 9 West of the Second Principal Meridian and part of the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 35 North, Range 9 West of the Second Principal Meridian, in the Town of Schererville, Lake County, Indiana, more particularly described as follows: Commencing at the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of said Section 14; thence North 89 degrees 22 minutes 59 seconds West, along the North line of the South 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 14, said line also being the centerline of 75th Avenue (previously known as Doffin Road), a distance of 412.80 feet; thence South 00 degrees 04 minutes 53 seconds East, a distance of 1158.85 feet to the point of beginning; thence continuing South 00 degrees 04 minutes 53 seconds East, along the last described line, a distance of 422.14 feet to a point in the centerline of U.S. Highway 30 (new Lincoln Highway); thence South 71 degrees 26 minutes 39 seconds

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East, along the centerline of said U.S. Highway 30, a distance of 281.20 feet; thence North 00 degrees 04 minutes 13 seconds West, a distance of 422.11 feet, said line also being the West line extended Southerly of Green's 1st Addition to the Town of Schererville as recorded in Plat Book 74 page 6, in the Office of the Recorder of Lake County, Indiana; thence North 71 degrees 26 minutes 39 seconds West, a distance of 281.29 feet to the point of beginning.

Parcel Nos. 45-11-23-229-001.000-036 and 45-20-13-012-800.060-020

Commonly known as 6430 West Lincoln Highway, Crown Point, IN 46307

(hereinafter referred to as the "Real Estate"), securing the payment thereof, as made and executed by the Borrower to the Lender concurrently with the execution of the aforesaid Note and filed as Document No. 2009 056048 in the Office of the Recorder of Lake County, Indiana, on August 14, 2009; and

WHEREAS, the Borrower desires to amend the Note and the Mortgage to reflect an extension of the maturity date of the Note and the Mortgage; and

WHEREAS, the Borrower wishes to further modify the Note to provide for ACH payments on the first (1st) of each month wherein the check will be debited from the Borrower's bank account to Lender's bank account; and

WHEREAS, Borrower and Lender desire that the Mortgage, as amended by this Amendment, shall maintain its priority as a valid and subsisting first lien on the Real Estate.

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. That the aggregate balance remaining unpaid on the aforesaid indebtedness as of August 1, 2014, is One Hundred Fifty Thousand One Hundred Forty-seven Dollars and Twenty-five Cents (\$150,147.25), plus accrued interest of Nine Hundred Sixty-nine Dollars and Seventy Cents (\$969.70), which accrued interest Borrower has already paid.

2. That Paragraph II of the Note entitled "The Interest Rate", is hereby deleted and replaced with the following:

“II. THE INTEREST RATE

The per annum interest rate for the sixty (60) month extended term of the Loan shall be at a fixed rate of 7.5% per annum. Interest will be calculated on an actual 360 day year basis (with any payments for interest accrued during a partial month period to be based on the number of days actually elapsed during such month).

Any payment made more than ten (10) days after it is due, shall be assessed a late charge of ten percent (10%) of the payment or \$250.00, whichever is less.

Whenever there is a default under this Note, the per annum interest rate on the unpaid principal and interest shall be a rate equal to the interest rate currently in effect plus five percent (5.0%) which rate shall remain in effect during the continuance of any event of default as hereinafter defined. Such interest shall be payable on demand after the occurrence and during the continuance of any event of default as hereinafter defined.

Notwithstanding any other limitations contained in this Note, the Lender does not intend to charge and the Borrower shall not be required to pay any interest or other fees or charges in excess of the maximum permitted by applicable law. Any payments in excess of such maximum shall be refunded to the Borrower or credited against principal.”

3. That Paragraph III of the Note entitled “The Payment Schedule” is hereby deleted in total and shall be replaced with the following:

“III. THE PAYMENT SCHEDULE

All payments received hereunder may be applied first to the payment of any expenses or charges payable hereunder, second to accrued interest, and the balance only applied to principal.

The Borrower may, without penalty, prepay this Note, in whole or in part, with accrued interest to the date of such payment on the unpaid amount.

Commencing on the 1st day of September, 2014, and continuing on the first day of each succeeding month thereafter, Borrower shall make equal consecutive monthly payments of principal and interest each in the

amount of Two Thousand Nine Hundred Seventy-six Dollars and Twenty-six Cents (\$2,976.26). The payments herein are based on a 120 month amortization period. The payments herein shall be made by an ACH payment on the first (1st) of each month wherein the check will be debited from Borrower's account to Lender's account. This Note shall mature on August 31, 2019, on which date the then outstanding balance of principal and accrued but unpaid interest shall be due and payable in full."

4. That the second sentence in Paragraph A on page 2 of the Mortgage is deleted in its entirety and replaced with the following:

"This Note matures no later than August 31, 2019;"

5. The Borrower hereby covenants that said Mortgage is a valid and subsisting first lien on the Real Estate and that there are no offsets, counterclaims, or defenses to the sum remaining unpaid, or to any part thereof, either at law or in equity.

6. The Borrower acknowledges that it will be prepared to pay off the loan in full on the maturity date of August 31, 2019, and that Lender has never made any representation to Borrower that Lender will refinance the loan of

7. Borrower acknowledges that Lender has performed all of its obligations to Borrower to date, that Lender is not in default in any of Lender's obligations, and that said Borrower has no defenses, setoffs or other claims against Lender arising out of the indebtedness or the Mortgage.

8. Borrower agrees that this is not a novation of any indebtedness but merely an extension and/or modification of the existing indebtedness.

9. Borrower acknowledges that it is still bound by the original Mortgage which remains in full force and effect in accordance with its terms, except as modified herein and by any amendment documents executed contemporaneously herewith. 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.

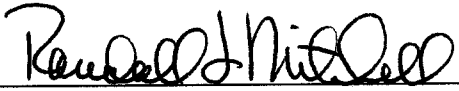
10. All provisions of the Mortgage not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of a conflict between and

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 Borrower and Lender on the date first above written.

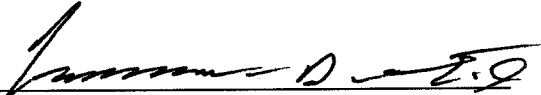
BORROWER:

WOODLAND PINE DEVELOPERS, LLC
an Indiana limited liability company

By: 
Randall L. Mitchell, Managing
Member

LENDER:

F & G INVESTMENTS, L.P., an
Indiana limited partnership

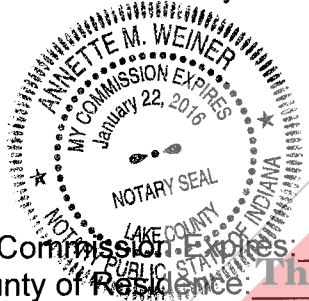
By: 
Franklin D. Van Til, General
Partner



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for the above County and State, personally appeared **RANDALL L. MITCHELL**, the **Managing Member of WOODLAND PINE DEVELOPERS, LLC**, a **limited liability company organized under Indiana law**, and acknowledged the execution of the foregoing Extension and Amendment of Promissory Note and Real Estate Mortgage, for and on behalf of Woodland Pine Developers, LLC.

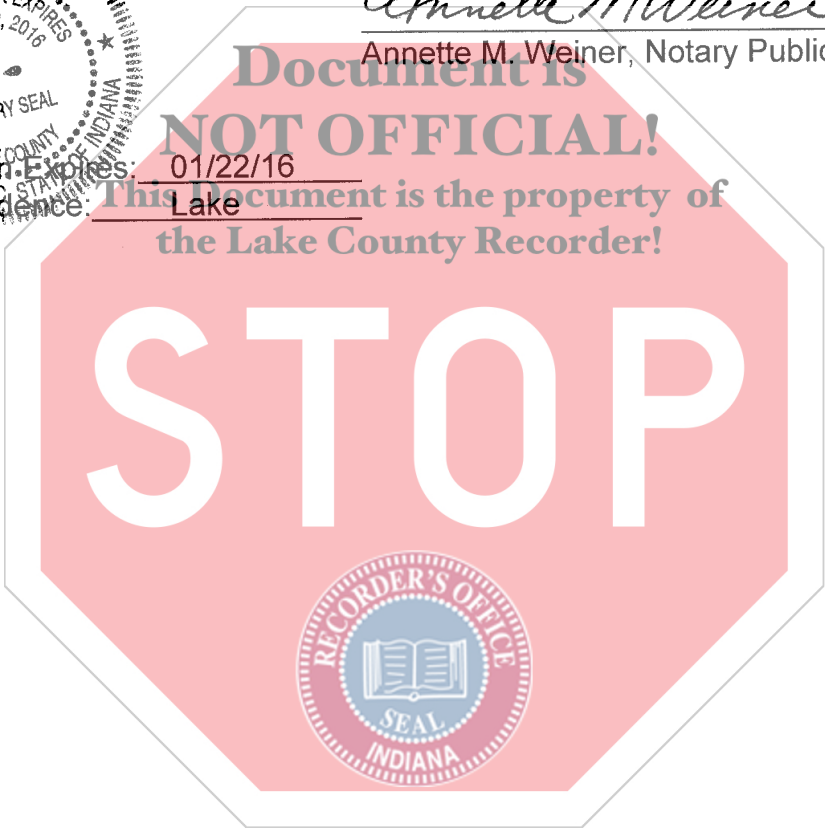
WITNESS my hand and Notarial seal this 19th day of December, 2014.



Annette M. Weiner

Annette M. Weiner, Notary Public

My Commission Expires: 01/22/16
County of Residence: Lake



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for the above County and State, personally appeared **FRANKLIN D. VAN TIL, as General Partner of F & G INVESTMENTS L.P., an Indiana limited partnership**, and acknowledged the execution of the foregoing Extension and Amendment of Promissory Note and Real Estate Mortgage, for and on behalf of F & G Investments, L.P.

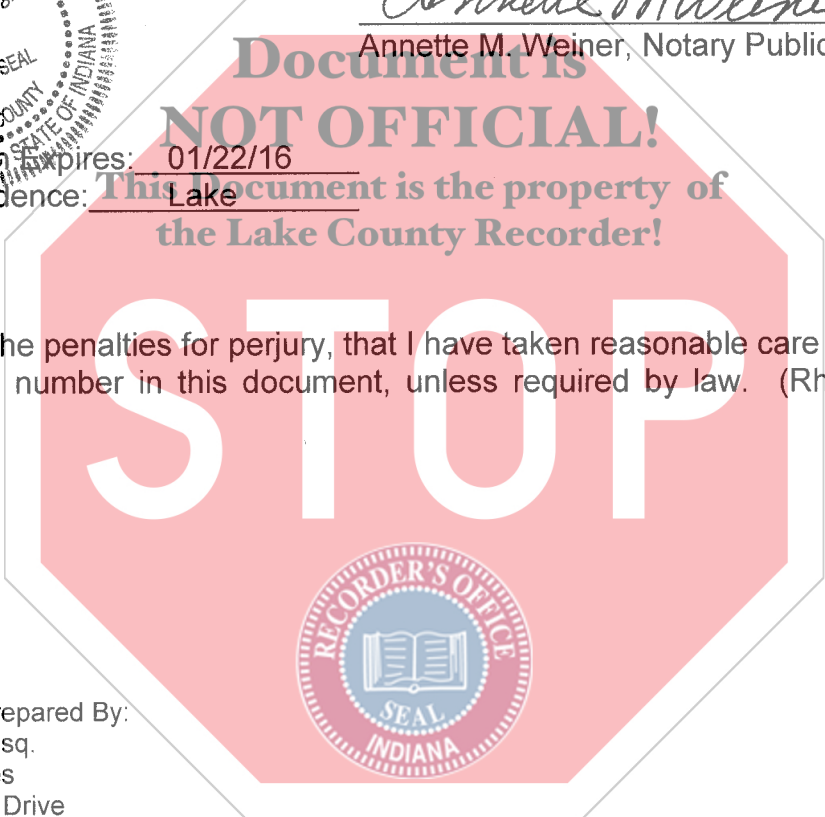
WITNESS my hand and Notarial seal this 19th day of December, 2014.



Annette M. Weiner

Annette M. Weiner, Notary Public

My Commission Expires: 01/22/16
County of Residence: Lake



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. (Rhett L. Tauber, Esq.)

This Instrument Prepared By:
Rhett L. Tauber, Esq.
Tauber Law Offices
1415 Eagle Ridge Drive
Scherville, IN 46375
(219) 865-6666