

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 020785

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MICHAEL B. BROWN
RECORDER

u
First Financial Bank, National Association
Borrower: B & D Investments, L.L.C.
Loan Number: 2400002391

THIS DOCUMENT REFERENCES AND AMENDS THE TERMS OF AN OPEN-END MORTGAGE AND SECURITY AGREEMENT DATED AS OF JUNE 19, 2002 AND RECORDED AS INSTRUMENT NO. 2002-056677 OF THE LAKE COUNTY, INDIANA OFFICIAL REAL ESTATE RECORDS.

Extension and Amendment of Open-End Mortgage and Security Agreement

(Maximum Amount \$2,823,119.00)

THIS EXTENSION AND AMENDMENT OF OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Amendment") is made as of March 13, 2015 by and between **Schepel Buick-GMC, Inc.**, an Indiana corporation located at 3209 W Lincoln Hwy, Merrillville, Indiana 46410-5150 (individually and collectively, "Mortgagor") and **FIRST FINANCIAL BANK, NATIONAL ASSOCIATION**, a national banking association, located at 300 High Street, Hamilton, Ohio 45011 ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee entered into that certain Open-End Mortgage and Security Agreement dated as of June 19, 2002, which granted a mortgage lien from Mortgagor to Mortgagee encumbering the real estate described on **Exhibit A** attached hereto, and which Mortgage was recorded as Instrument No. 2002-056677 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 and to ensure that the Mortgage will continue to secure the Indebtedness; and

WHEREAS, in addition to the amounts in the Loan Documents set forth in the Mortgage, Mortgagor is indebted to Mortgagee pursuant to the \$2,520,642.00 Term Note dated March 13, 2015, with a maturity date of March 13, 2023 executed by Mortgagor and made payable to Mortgagee (individually and collectively, the "New Note"), and all agreements, instruments and documents executed or delivered in connection with any of the foregoing or otherwise related thereto (together with any amendments, modifications, or restatements thereof, the "New Loan Documents"); and

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

Extension and Amendment of [Leasehold] Mortgage
(New Value/Extension of Date)
December 2013

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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 March 13, 2023.
3. Section 6.13 relating to future advances of the Mortgage is hereby deleted in its entirety and replaced with the following:

Future Advances. The parties hereto intend and agree that this Mortgage shall secure unpaid balances of any loan advances, whether obligatory or not, and whether made pursuant to the Loan Documents or not, made by Mortgagee after this Mortgage is delivered to the Recorder for record to the extent that the total unpaid loan indebtedness, exclusive of interest thereon, does not exceed the maximum aggregate amount of unpaid indebtedness which may be outstanding at any time, which is Two Million Five Hundred Twenty Thousand Six Hundred Forty Two 00/100 Dollars (\$2,520,642.00). Mortgagor further covenants and agrees to repay all such loan advances with interest, and that the covenants contained in this Mortgage shall apply to such loan advances as well. The Mortgage shall secure, in addition to the indebtedness secured by the original Mortgage, all Indebtedness and Impositions, as defined herein. "Indebtedness" shall include (a) each and every term, provision, condition, obligation, covenant, and agreement of Mortgagor, or Borrower, if any Mortgagor is not Borrower, set forth in this Mortgage, the Loan Documents and in any amendments, modifications or restatements to any of the foregoing; (b) all loans, advances, indebtedness and each and every other obligation or liability of Mortgagor, or Borrower, if any Mortgagor is not Borrower, owed to Mortgagee or any affiliate of Mortgagee, however created, of every kind and description, whether now existing or hereafter arising and whether direct or indirect, primary or as guarantor or surety, absolute or contingent, due or to become due, liquidated or unliquidated, matured or unmatured, participated in whole or in part, created by trust agreement, lease, overdraft, agreement, or otherwise, whether or not secured by additional collateral, whether originated with Mortgagee or owed to others and acquired by Mortgagee by purchase, assignment or otherwise, and including, without limitation, all loans, advances, indebtedness and every obligation arising under the Loan Documents, all obligations to perform or forbear from performing acts, any and all Rate Management Obligations (as defined in the Loan Documents), foreign exchange or other international transactions or services, treasury management services, all amounts represented by letters of credit now or hereafter issued, honored, or paid by Mortgagee, any affiliate of Mortgagee, or any negotiating, confirming, advising, accepting, or paying bank or other financial institution for the benefit of or at the request of Mortgagor, or Borrower, if any Mortgagor is not Borrower, and all agreements, instruments and documents evidencing, guarantying, securing or otherwise executed in connection with any of the foregoing, together with any amendments, modifications, and restatements thereof, and all expenses and attorneys' fees incurred or other sums disbursed by Mortgagee under this Mortgage or any other document, instrument or agreement related to any of the foregoing; and (c) all future advances disbursed by Mortgagee to Mortgagor, or Borrower, if any Mortgagor is not Borrower, under Section 3 (Future Advances) of this Mortgage. For purposes of any letter of credit, Rate Management Obligation, or foreign exchange or

other international transactions or services, or treasury management services, an "affiliate of Mortgagee" shall also include any agent, correspondent, or counterparty financial institution used by Mortgagee to provide any such products or services for the benefit of or at the request of Mortgagor or Borrower (if Mortgagor is not Borrower). "Impositions" shall include (a) all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, and all other governmental levies and charges, of every kind and nature whatsoever, general and special, ordinary and extraordinary, which are assessed, levied, confirmed, imposed or become a lien upon or against the Property or any portion thereof, and all taxes, assessments and charges upon the rents, issues, income or profits of the Property, or which become payable with respect thereto or with respect to the occupancy, use or possession of the Property, whether such taxes, assessments or charges are levied directly or indirectly.

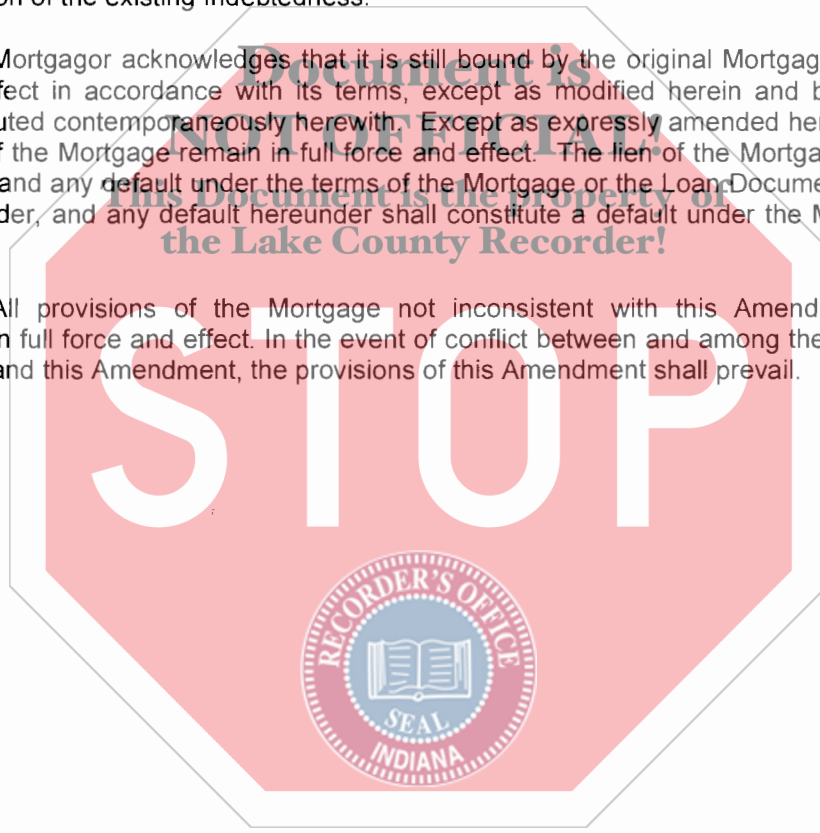
4. Mortgagor acknowledges that it will be prepared to pay off the loan in full on the maturity date, and that Mortgagee has never made any representation to Mortgagor that Mortgagee will refinance the loan.

5. Mortgagor acknowledges that Mortgagee has 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.

6. Mortgagor agrees that this is not a novation of any Indebtedness but merely an extension and/or modification of the existing Indebtedness.

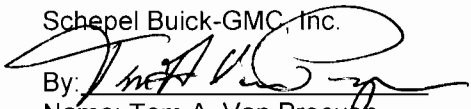
7. Mortgagor acknowledges that it is still bound by the original Mortgage which remains in full force and effect in accordance with its terms, except as modified herein and by any amendment documents executed contemporaneously herewith. Except as expressly amended herein, all other terms and provisions 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.

8. 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.

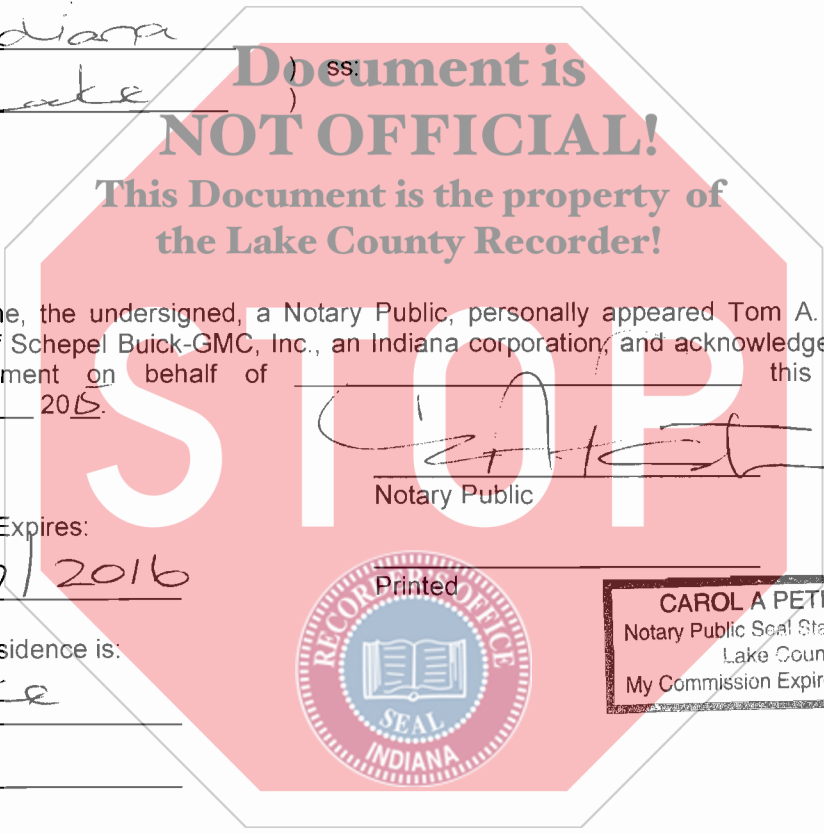


IN WITNESS WHEREOF, this instrument has been executed by Mortgagor and Mortgagee on the date first written above.

MORTGAGOR:

Schepel Buick-GMC, Inc.
By: 
Name: Tom A. Van Prooyen
Title: Vice-President

State of Indiana
County of Lake



Before me, the undersigned, a Notary Public, personally appeared Tom A. Van Prooyen, the Vice-President of Schepel Buick-GMC, Inc., an Indiana corporation, and acknowledged execution of the foregoing instrument on behalf of _____ this 13th day of March 2015.


Notary Public

My Commission Expires:
4/27/2016

My County of Residence is:
Lake

CAROL A PETERSEN
Notary Public Seal State of Indiana
Lake County
My Commission Expires 4/27/2016

**MORTGAGEE:
FIRST FINANCIAL BANK, NATIONAL ASSOCIATION**

By: [Signature]
Print Name: Jason Rebar
Title: Lending Officer

State of Indiana)
County of Lake) ss:

Before me, the undersigned, a Notary Public, personally appeared Jason Rebar, the Lending Officer 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 13th day of March 2015.

[Signature]
Notary Public

My Commission Expires:
4/27/2016

My County of Residence is:
Lake

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CAROL A PETERSEN
Notary Public Seal State of Indiana
Lake County
My Commission Expires 4/27/2016

This instrument prepared by:
Jason Rebar, Lending Officer
450 W Lincoln Hwy
Scherville, Indiana 46375

This instrument drafted by and when recorded return to the person/entity specified below.

This instrument was prepared by Jason Rebar. 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.

Jason Rebar, Lending Officer
450 W Lincoln Hwy
Scherville, Indiana 46375



EXHIBIT A

THE SOUTH 582.94 FEET OF THE NORTH 622.94 FEET OF THE EAST 490 FEET OF THE FOLLOWING DESCRIBED PARCEL: THAT PART OF THE EAST HALF OF THE NORTH 120 ACRES OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY RIGHT OF WAY LINE OF U.S. NO. 30, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF U.S. NO. 30 AND THE EAST LINE OF SAID SECTION 19; THENCE SOUTH ON SAID EAST LINE A DISTANCE OF 1,836.06 FEET TO THE SOUTH LINE OF THE NORTH 120 ACRES OF THE SOUTHEAST QUARTER OF SECTION 19; THENCE WEST ON SAID SOUTH LINE A DISTANCE OF 1,323.21 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTH 120 ACRES OF SAID SOUTHEAST QUARTER; THENCE NORTH ON SAID WEST LINE A DISTANCE OF 1,873.40 FEET TO THE INTERSECTION OF SAID WEST LINE OF THE EAST HALF OF THE SOUTHERLY RIGHT OF WAY LINE OF U.S. NO. 30; THENCE EASTERLY ON A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 11,559.16 FEET, A DISTANCE OF 1,324.29 FEET TO THE PLACE OF BEGINNING.

PARCEL 45-12-19-427-002.000-030

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PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER WITH THE SOUTH RIGHT OF WAY LINE OF US HIGHWAY 30; THENCE SOUTH ALONG SAID WEST LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 264.00 FEET; THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID QUARTER QUARTER SECTION, A DISTANCE OF 82.50 FEET; THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION, TO THE SOUTH RIGHT OF WAY LINE OF SAID US HIGHWAY 30; THENCE WESTERLY ON THE SOUTH RIGHT OF WAY LINE OF US HIGHWAY 30 TO THE POINT OF BEGINNING.

PARCEL 45-12-20-301-001.000-030

