

2015 032561

2015 MAY 28 AM 9: 59

MICHAEL B. BROWN
RECORDER

4

Mortgagors' Names and Addresses	Mortgagee's Name and Address	After Recording Return to:
George S Kucka and Mary Beth Kucka Husband and Wife 811 Royal Dublin Lane Dyer, IN 46311	PEOPLES BANK SB 9204 Columbia Avenue Munster, Indiana 46321	PEOPLES BANK SB 9204 Columbia Avenue Munster, Indiana 46321
("Mortgagor" whether one or more)	("Mortgagee")	

FOURTH MORTGAGE MODIFICATION AGREEMENT

Reference is made to that certain Commercial Promissory Note, dated June 25, 2007, executed by Fairmeadows Home Health Center, Inc. ("Fairmeadows") and payable to the order of Peoples Bank SB ("Lender") in the original principal amount of \$1,350,000.00 (the "Original Note"), as such Original Note was replaced by that certain Commercial Promissory Note, dated January 27, 2011, executed by Fairmeadows and payable to the order of Lender in the original principal amount of \$1,661,500.00 (the "First Modification Note"), as such First Modification Note was replaced by that certain Commercial Promissory Note, dated March 28, 2013, executed by Fairmeadows and payable to the order of Lender in the original principal amount of \$1,679,435.64 (the "Second Modification Note"), as such Second Modification Note is being replaced by that certain Commercial Promissory Note, dated June 24, 2014 in the original principal amount of \$1,742,000.00 (the "Third Modification Note"), as such Third Modification Note is being replaced by the certain Commercial Promissory Note, dated May 11, 2015 in the original principal amount of \$2,000,000.00 (the "Fourth Modification Note"). The obligations of Fairmeadows under the Fourth Modification Note is secured by that certain Real Estate Mortgage, Security Agreement, Collateral Assignment of Rents and Leases, and Fixture Filing, dated July 17, 2009, executed by George S. Kucka and Mary Beth Kucka Husband and Wife, as Mortgagor, and delivered to Lender, as Mortgagee, and recorded on July 22, 2009 as Document No. 2009 050537 in the Office of the Recorder of Lake County, Indiana (the "Mortgage"). Mortgagor and Fairmeadows have requested, and Lender has agreed, that the Mortgage be amended and modified to, among other things, to secure the Fourth Modification Note.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the agreements and undertakings provided herein, George S. Kucka and Mary Beth Kucka, as Mortgagors, do hereby agree that the Mortgage is hereby amended as follows:

1. **Modification of Indebtedness Secured.** Paragraph 1.1 of Section 1 of the Mortgage is here by amended and modified in its entirety to read as follows:

1rd
\$1,000.00
E \$21.00
M.e
#4465308836

“1.1 X Payment of a Guaranty dated July 17, 2009 securing a term loan note executed by Borrower in favor of Mortgagee and dated the 25th day of June, 2007, in the original principal amount of \$1,350,000.00 (the “Original Note”), as replaced by a term loan note, dated January 27, 2011, in the principal amount of \$1,661,500.00 (the “First Modification Note”), as replaced by a term loan note, dated March 28, 2013, in the principal amount of \$1,679,435.64 (the “Second Modification Note”), as replaced by a term loan note, dated June 25, 2014, in the principal amount of \$1,742,000.00 (the “Third Modification Note”), as replaced by a term loan note dated May 11, 2015, in the principal amount of \$2,000,000.00 (the “Fourth Modification Note”) with interest thereon as provided in the Fourth Modification Note, and with any unpaid balance of principal and interest being due and payable on or before May 11, 2020, as such Fourth Modification Note may be further amended, modified, renewed, refinanced, or replaced from time to time after the date hereof. The Fourth Modification Note was given in substitution for and not in discharge of the indebtedness evidenced by the Third Modification Note, Second Modification Note, First Modification Note and Original Note.

2. **Miscellaneous.** The Mortgagors further agree as follows:

- 2.01. Capitalized terms not otherwise defined in this Fourth Mortgage Modification Agreement shall have the same meaning ascribed to such terms in the Mortgage. All terms and conditions of the Mortgage shall remain in full force and effect to the extent not expressly inconsistent herewith.
- 2.02. This Fourth Mortgage Modification Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Indiana.
- 2.03. This Fourth Mortgage Modification Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Mortgagors.

EXECUTED in Lake County, Indiana, and effective this 11th day of May, 2015

MORTGAGORS:



George S. Kucka
George S. Kucka

Mary Beth Kucka
Mary Beth Kucka

CONSENT OF MORTGAGEE

Peoples Bank SB, as Mortgagee under the above-referenced Mortgage, hereby consents to the modification thereto as set forth in the foregoing Fourth Mortgage Modification Agreement.

EXECUTED and delivered in Lake County, Indiana, this 11th day of May, 2015.

MORTGAGEE:

PEOPLES BANK SB

By: Brian E. Rusin, VP

Name: **Brian E. Rusin**

Title: **VP, Business Banking Manager**

STATE OF INDIANA

COUNTY OF LAKE

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

Before me, a Notary Public in and for the above County and State, personally appeared Brian E. Rusin, Vice President of Peoples Bank SB, and acknowledged the execution of the foregoing Consent to First Mortgage Modification Agreement for and on behalf of Peoples Bank SB.

WITNESS my hand and Notarial seal this 12th day of May, 2015.



My Commission Expires:

2-26-21



Sandra J. Juda
Notary Public

A resident of LAKE County, Indiana

SANDRA J. JUDA
Printed Name of Notary Public

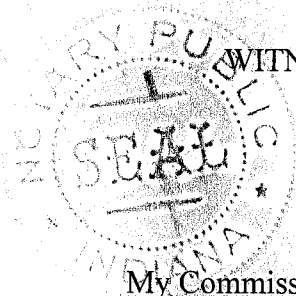
This instrument was prepared by:
Peoples Bank SB
9204 Columbia Avenue
Munster, IN 46321

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

ACKNOWLEDGMENT

Before me, a Notary Public in and for the above County and State, personally appeared George S. Kucka, and acknowledged the execution of the foregoing Third Mortgage Modification Agreement.

WITNESS my hand and Notarial seal this 12 day of May, 2015.



[Handwritten Signature]

Notary Public

My Commission Expires:

4-9-16

A resident of Porter County, Indiana

[Handwritten Name: Brian E. Rusin]

Printed Name of Notary Public

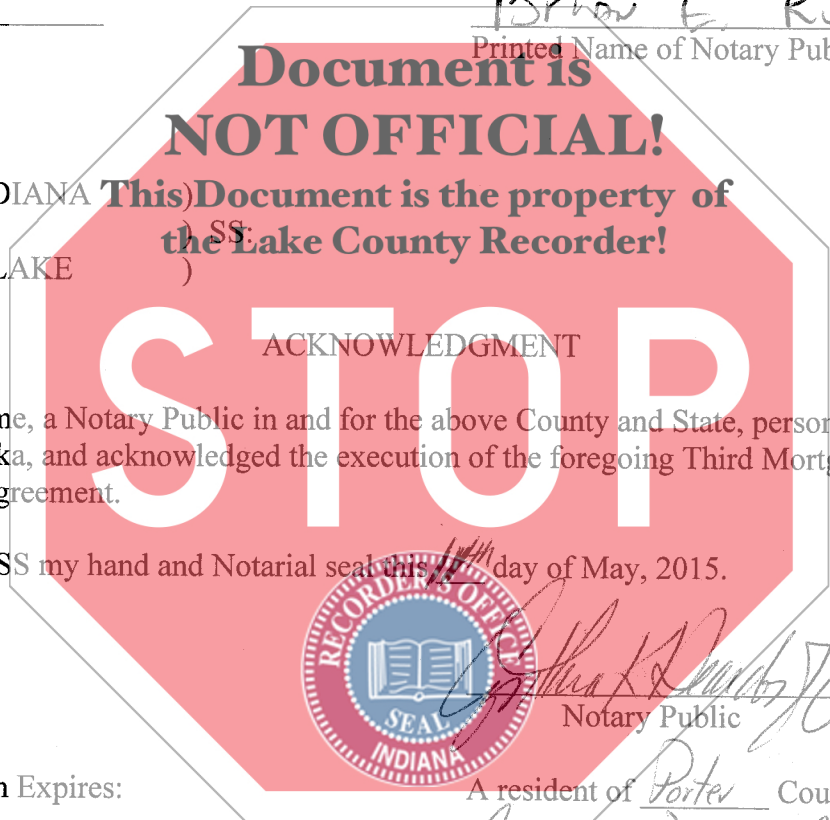
Document is NOT OFFICIAL!

STATE OF INDIANA **This Document is the property of**
) SS: **the Lake County Recorder!**
COUNTY OF LAKE)

ACKNOWLEDGMENT

Before me, a Notary Public in and for the above County and State, personally appeared Mary Beth Kucka, and acknowledged the execution of the foregoing Third Mortgage Modification Agreement.

WITNESS my hand and Notarial seal this 12 day of May, 2015.



[Handwritten Signature]
Notary Public

My Commission Expires:

September 16, 2015

A resident of Porter County, Indiana

[Handwritten Name: Cynthia K. Deardorff]

Printed Name of Notary Public

