

RECORDATION REQUESTED BY:

Peoples Bank SB
Munster/Loan Center
9204 Columbia Ave
Munster, IN 46321

2015 065688

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 SEP 23 AM 11:30

MICHAEL B. BROWN
RECORDER

Document is
MODIFICATION OF MORTGAGE
NOT OFFICIAL!

THIS MODIFICATION OF MORTGAGE dated September 15, 2015, is made and executed between Crown Legacy Development LLC, whose address is 1313 White Hawk Dr, Crown Point, IN 46307 (referred to below as "Grantor") and Peoples Bank SB, whose address is 9204 Columbia Ave, Munster, IN 46321 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 11, 2015 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on February 11, 2015 as document number 2015 008325.

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 1275 East North St, Crown Point, IN 46307. The Real Property tax identification number is 45-16-09-127-002.3000-042.

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

Increase loan amount to \$850,000.00.

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.

15-5003MD4

23-
NIT
RM

NORTHWEST INDIANA TITLE
101 E. 90TH DRIVE
SUITE C
MERRILLVILLE, IN 46410
219-755-0100

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 15, 2015.

GRANTOR:

CROWN LEGACY DEVELOPMENT LLC

By: [Signature]
James W Hawk, Member of Crown Legacy Development LLC

By: [Signature]
Marvin Crook, Member of Crown Legacy Development LLC

LENDER:

PEOPLES BANK SB

X [Signature]
Todd Scheub, Senior Vice President, Chief Lending Officer



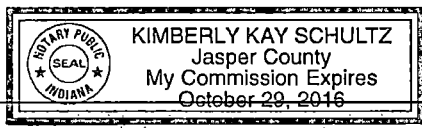
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF LaKE)

On this 15 day of September, 20 15, before me, the undersigned Notary Public, personally appeared **James W Hawk, Member of Crown Legacy Development LLC and Marvin Crook, Member of Crown Legacy Development 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 Jasper

Kimberly Kay Schultz
Notary Public in and for the State of Indiana My commission expires 10-29-16



LENDER ACKNOWLEDGMENT

STATE OF Indiana)

COUNTY OF Lake

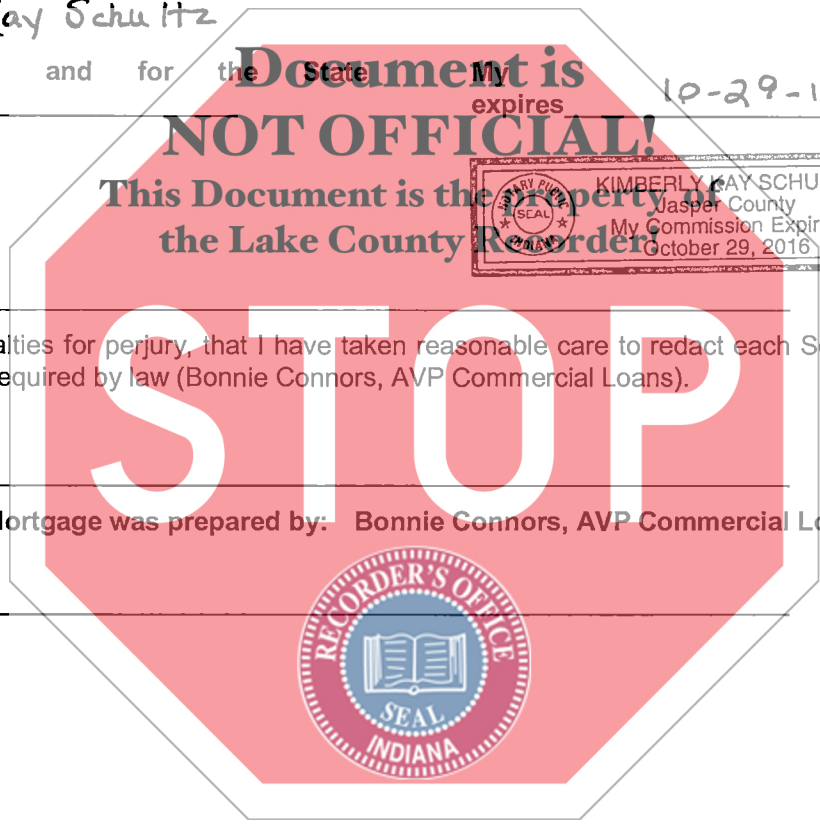
) SS
)

On this 15 day of September, 20 15, before me, the undersigned Notary Public, personally appeared **Todd Scheub** and known to me to be the **Senior Vice President, Chief Lending Officer**, authorized agent for **Peoples Bank SB** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Peoples Bank SB**, duly authorized by **Peoples Bank SB** 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 **Peoples Bank SB**.

By [Signature]
Kimberly Kay Schultz

Residing at Jasper

Notary Public in and for the State of IN My commission expires 10-29-16



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 (Bonnie Connors, AVP Commercial Loans).

This Modification of Mortgage was prepared by: Bonnie Connors, AVP Commercial Loans

RECORDING PAGE

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EXHIBIT "A"

LEGAL DESCRIPTION



PARCEL I:

PART OF LOT 2 IN CROWN POINT SPORTSPLEX SUBDIVISION - PHASE ONE AS SHOWN IN PLAT BOOK 104, PAGE 98 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, SAID PART DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 30 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND 91.13 FEET WEST OF THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES 17 MINUTES 23 SECONDS WEST, 92.50 FEET PARALLEL WITH SAID EAST LINE; THENCE NORTH 89 DEGREES 42 MINUTES 37 SECONDS WEST, 118.00 FEET PARALLEL WITH SAID NORTH LINE; THENCE NORTH 00 DEGREES 17 MINUTES 23 SECONDS EAST, 92.50 FEET PARALLEL WITH SAID EAST LINE; THENCE SOUTH 89 DEGREES 42 MINUTES 37 SECONDS EAST, 118.00 FEET PARALLEL WITH SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL II:

EASEMENT FOR INGRESS, EGRESS AND RIGHT TO INSTALL UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE:

ALL OF LOT 2 IN CROWN POINT SPORTSPLEX SUBDIVISION - PHASE ONE AS SHOWN IN PLAT BOOK 104, PAGE 98 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPT FOR THE FOLLOWING DESCRIBED PART: BEGINNING AT A POINT 30 FEET SOUTH OF THE NORTH LINE OF SAID LOT 2 AND 91.13 FEET WEST OF THE EAST LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES 17 MINUTES 23 SECONDS WEST, 92.50 FEET PARALLEL WITH SAID EAST LINE; THENCE NORTH 89 DEGREES 42 MINUTES 37 SECONDS WEST, 118.00 FEET PARALLEL WITH SAID NORTH LINE; THENCE NORTH 00 DEGREES 17 MINUTES 23 SECONDS EAST, 92.50 FEET PARALLEL WITH SAID EAST LINE; THENCE SOUTH 89 DEGREES 42 MINUTES 37 SECONDS EAST, 118.00 FEET PARALLEL WITH SAID NORTH LINE TO THE POINT OF BEGINNING