

2015 066348

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

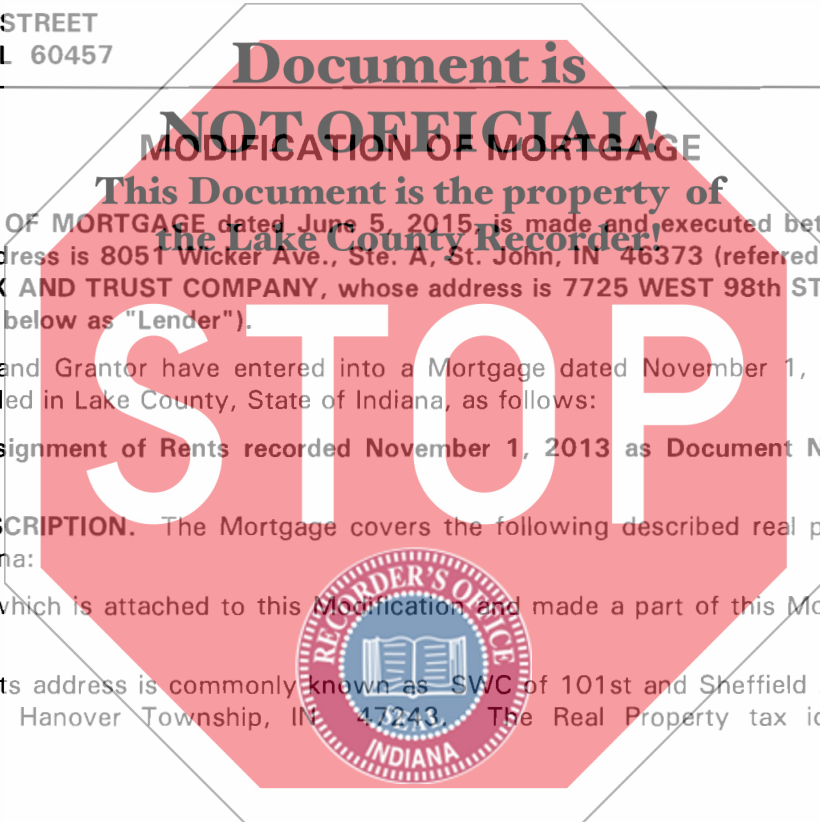
2015 SEP 25 AM 10:03

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:
STANDARD BANK AND TRUST COMPANY
EASTERN REGION
7725 WEST 98th STREET
HICKORY HILLS, IL 60457

WHEN RECORDED MAIL TO:
STANDARD BANK AND TRUST COMPANY
EASTERN REGION
7725 WEST 98th STREET
HICKORY HILLS, IL 60457

SEND TAX NOTICES TO:
STANDARD BANK AND TRUST COMPANY
EASTERN REGION
7725 WEST 98th STREET
HICKORY HILLS, IL 60457



THIS MODIFICATION OF MORTGAGE dated June 5, 2015, is made and executed between Emerald Crossing Farms Inc., whose address is 8051 Wicker Ave., Ste. A, St. John, IN 46373 (referred to below as "Grantor") and STANDARD BANK AND TRUST COMPANY, whose address is 7725 WEST 98th STREET, HICKORY HILLS, IL 60457 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 1, 2013 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Mortgage and Assignment of Rents recorded November 1, 2013 as Document Nos. 2013 084307 and 2013 084308.

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 SWC of 101st and Sheffield Avenues in the Emerald Crossing Subdivision, Hanover Township, IN 47243. The Real Property tax identification number is

FIDELITY NATIONAL
TITLE COMPANY

92013-3900 Standard
Bank.

24
of Refs
for

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 2013000295

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45-14-01-100-012.000-013, 45-14-01-200-009.000-013 and 45-14-01-101-013.000-013.

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

The principal amount of the Promissory Note is reduced to \$544,750.00. Repayment is modified as follows: Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on September 5, 2017. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning July 5, 2015, with all subsequent interest payments to be due on the same day of each month after that as more fully set out a Change in Terms Agreement of the same date herewith incorporated herein by this reference. The Real Property legal description, Tax Key Numbers and common addresses are modified.

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.

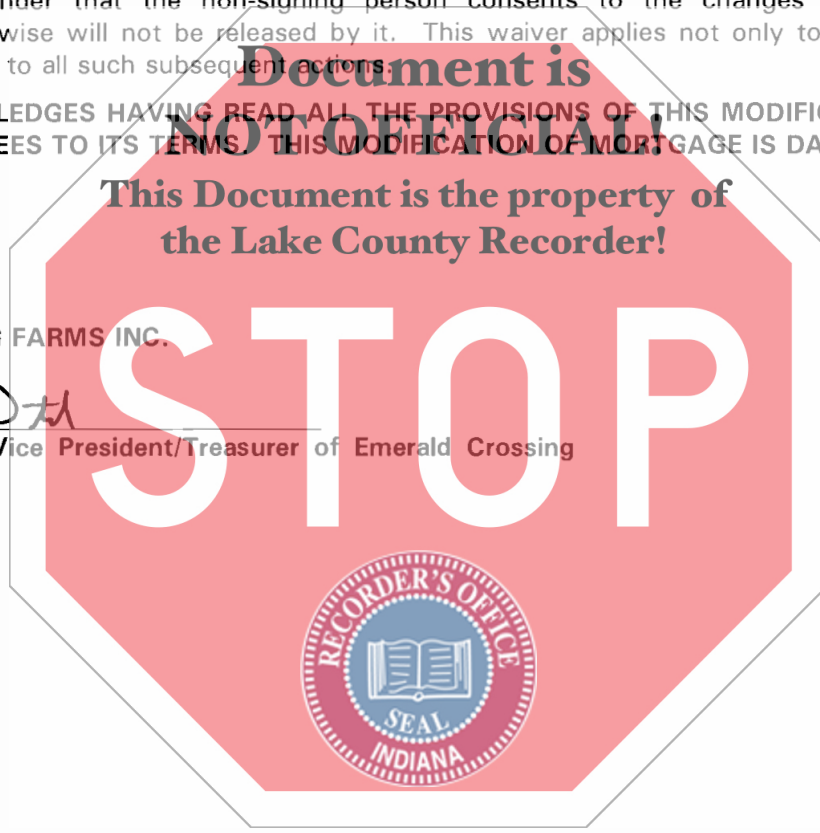
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 5, 2015.

GRANTOR:

**This Document is the property of
the Lake County Recorder!**

EMERALD CROSSING FARMS INC.

By: 
Scot F. Olthof, Vice President/Treasurer of Emerald Crossing Farms Inc.



MODIFICATION OF MORTGAGE
(Continued)

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LENDER:

STANDARD BANK AND TRUST COMPANY

X [Signature]
Authorized Signer

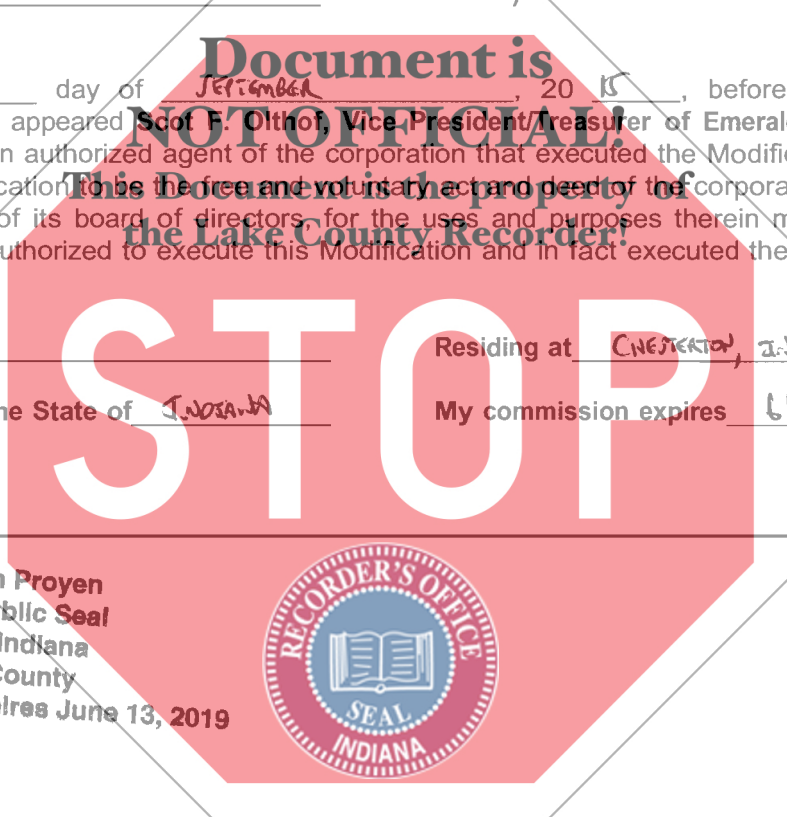
CORPORATE ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF Porter)

On this 2nd day of September, 2015, before me, the undersigned Notary Public, personally appeared Scott F. Olthoff, Vice President/Treasurer of Emerald Crossing Farms Inc., and known to me to be an authorized agent of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at Chesterton, Indiana
Notary Public in and for the State of Indiana My commission expires 6/13/19

John Van Proyen
Notary Public Seal
State of Indiana
Porter County
My Commission Expires June 13, 2019



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 2013000295

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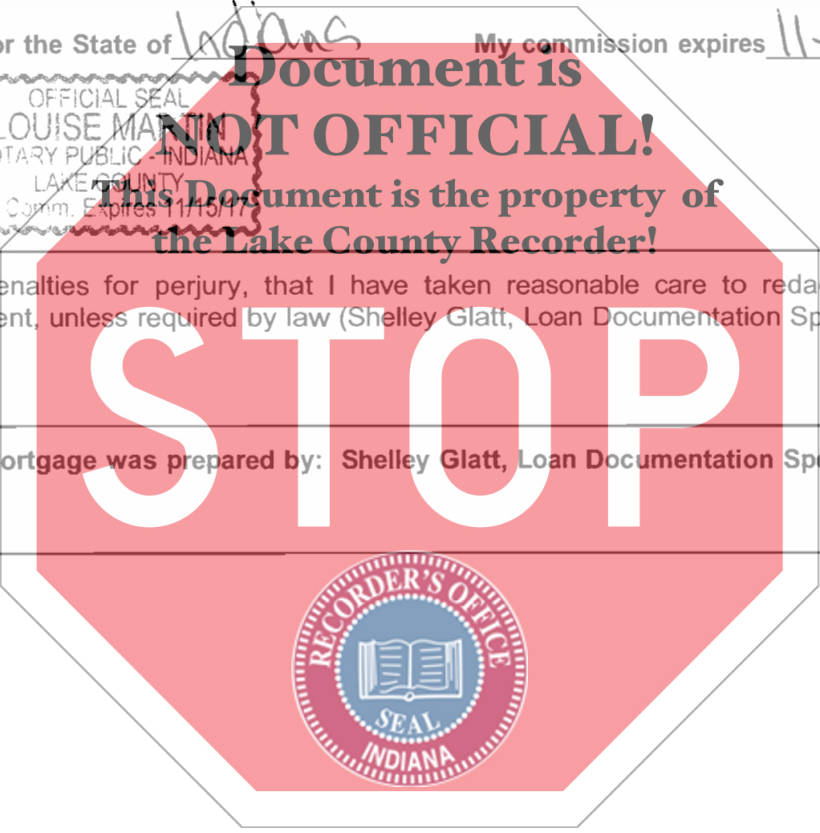
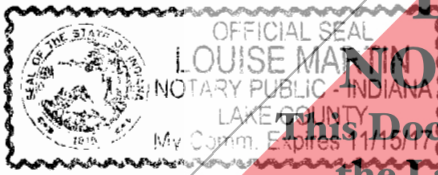
LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 2nd day of September, 20 15, before me, the undersigned Notary Public, personally appeared Jeffrey Morse and known to me to be the Asst. Vice President, authorized agent for **STANDARD BANK AND TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **STANDARD BANK AND TRUST COMPANY**, duly authorized by **STANDARD BANK AND TRUST COMPANY** 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 **STANDARD BANK AND TRUST COMPANY**.

By [Signature] Residing at Lake County

Notary Public in and for the State of Indiana My commission expires 11-15-17



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 (Shelley Glatt, Loan Documentation Specialist).

This Modification of Mortgage was prepared by: Shelley Glatt, Loan Documentation Specialist



EXHIBIT A

Parcel 1: Parcel 1: Part of the North Half of Fractional Section 1, Township 34 North, Range 10 West of the Second Principal Meridian in Lake County, Indiana, more particularly described as follows: Beginning at the Northwest corner of said Section 1; thence South 89 degrees 52 minutes 32 seconds East, along the North line of said Section 1, a distance of 1543.74 feet (93.56 rods record) to the Northwest corner of a tract of land conveyed to Larry Sill Warranty Deed recorded September 13, 1978 as Document No. 490010 in the Lake County Recorder's Office; thence South 00 degrees 12 minutes 06 seconds West, along the West line of said Sills tract, 162.36 feet (9.84 rods record) to the Southwest corner of said Sills tract; thence South 89 degrees 52 minutes 32 seconds East, along the South line of said Sills tract, 280.5 feet (17 rods record) to the Southeast corner of said Sills tract; thence North 00 degrees 12 minutes 06 seconds East, along the East line of the said Sills tract, 162.36 feet (9.84 rods record) to the Northeast corner of said Sills tract and the North line of said Section 1; thence South 89 degrees 52 minutes 32 seconds East, along the North line of said Section 1 a distance of 12.65 feet to the Northwest corner of a tract of land referred to hereafter as the "Meyer Tract" and described in Deed Record 305 pages 493 and 494 in the Lake County Recorder's Office; thence South 00 degrees 08 minutes 58 seconds West, along the West line of said Meyer Tract, 474.0 feet to the Southwest corner thereof; thence South 89 degrees 56 minutes 59 seconds East, along the South line of said Meyer Tract, 465.0 feet to the Southeast corner thereof, also being the Southwest corner of a tract of land referred to hereafter as the "Bowman Tract" and described in Deed Record 930, page 45 in the Lake County Recorder's Office; thence South 89 degrees 52 minutes 32 seconds East, along the South line thereof, 276.0 feet to the Southeast corner of said Bowman Tract; thence North 00 degrees 05 minutes 20 seconds East, along the East line thereof, 473.40 feet to the Northeast corner of said Bowman Tract and the North line of said Section 1; thence South 89 degrees 52 minutes 32 seconds East, along the North line of said Section 1, a distance of 895.13 feet to the Northeast corner of the West Half of the Northeast Quarter of said Section 1; thence South 00 degrees 06 minutes 09 seconds West, along the East line thereof, 2649.75 feet to the Southeast corner of said West Half of the Northeast Quarter; thence South 89 degrees 42 minutes 47 seconds West, along the South line thereof, 1320.84 feet to the center of said Section 1; thence South 89 degrees 46 minutes 08 seconds West, along the South line of the Northwest Quarter of said Section 1, a distance of 339.35 feet to the Southeast corner of Lot 10 in PON & CO'S LAKE COUNTY FARMS, as shown in Plat Book 25 page 67 in the Lake County Recorder's Office; thence North 00 degrees 33 minutes 43 seconds East, along the East line of said PON & CO'S LAKE COUNTY FARMS, 945.50 feet to the Northeast corner of Lot 3 thereof; thence South 89 degrees 52 minutes 09 seconds West, along the North line of said Lot 3, a distance of 1831.50 feet (111 rods record) to the Northwest corner of said Lot 3 and the West line of said Section 1; thence North 00 degrees 33 minutes 13 seconds East, along the West line of said Section 1, a distance of 1724.07 feet to the point of beginning, excepting therefrom those portions now known as Emerald Crossing Unit 1A, recorded in Plat Book 102 page 94, Emerald Crossing Unit IB, recorded in Plat Book 102 page 95, and Emerald Crossing Unit 1C, recorded in Plat Book 102 page 96, in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM that part conveyed to Emerald Crossing Development LLC in Special Warranty Deed recorded August 27, 2014 as Document No. 2014 051442. AND ALSO EXCEPTING therefrom, that part platted as Emerald Crossing Unit 2, as per plat thereof, recorded in Plat Book 108, page 10, in the Office of the Recorder of Lake County, Indiana.

