

<p><b>Mortgagors' Names and Addresses</b></p> <p><b>Original Borrower</b>  <b>CLARENCE JASON GREER</b></p> <p><b>And</b>  <b>Additional Borrowers</b>  <b>SHERRIE LEE GREER</b>  <b>5630 Connecticut Avenue</b>  <b>Merrillville, IN 46410</b></p> <p><b>HUNTER INVESTMENTS, LLC</b>  <b>5630 Connecticut Avenue</b>  <b>Merrillville, IN 46410</b></p> <p>("Mortgagor" whether one or more)</p>	<p><b>Mortgagee's Name and Address</b></p> <p><b>PEOPLES BANK SB,</b>  <b>As successor in interest</b>  <b>to</b>  <b>LIBERTY SAVINGS</b>  <b>BANK, FSB</b>  <b>9204 Columbia Avenue</b>  <b>Munster, Indiana</b>  <b>46321</b></p> <p>("Mortgagee")</p>	<p><b>After Recording Return to:</b></p> <p><b>PEOPLES BANK SB</b>  <b>9204 Columbia Avenue</b>  <b>Munster, Indiana</b>  <b>46321</b></p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">2015 066693</p>
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**SECOND MORTGAGE AMENDMENT AGREEMENT**

Reference is made to (i) that certain Note, dated August 26, 2005, executed by Clarence Jason Greer ("Borrower") and payable to the order of Lender, in the original principal amount of \$61,600.00, together with those certain Balloon Payment Note Riders, each dated August 26, 2005 (collectively, the "Original Note"); and (ii) that certain Continuing and Unconditional Guaranty of Hunter Investments, LLC, dated December 18, 2012, executed by Hunter Investments, LLC, an Indiana limited liability company ("Guarantor") and that certain Continuing and Unconditional Guaranty of Sherrie Lee Greer, dated December 18, 2012, executed by Sherrie Lee Greer ("Guarantor"), in favor of the Lender (the "Guaranty"). The obligations of Borrower under the Original Note are secured by that certain Mortgage, dated August 26, 2005, executed by Borrower as Mortgagor, and delivered to Lender, as Mortgagee, and recorded on September 8, 2005 as Document No. 2005 077493 in the Office of the Recorder of Lake County, Indiana (the "Mortgage"), as such Mortgage has been amended and modified by that certain Amended Real Estate Mortgage, dated January 31, 2013, and recorded on February 20, 2013, as Document No. 2013 013310, between Borrower and Lender (the Mortgage, as so amended and modified from time to time, the "Amended Mortgage"). On January 25, 2006, Borrower transferred the Property (as such term is defined in the Amended Mortgage) to Guarantor ("Hunter") pursuant to a Quit Claim Deed, dated January 25, 2006, and recorded on January 31, 2006, as Document No. 2006 007362 in the Office of the Recorder of Lake County, Indiana. The Original Note, the Guaranty, and the Amended Mortgage are herein collectively referred to as the "Loan Documents." Lender, Borrower, and Guarantor entered into a Forbearance Agreement, dated December 18, 2012, as amended by that certain First Extension of Forbearance Agreement, dated January 30, 2014, and that certain Second Extension of Forbearance Agreement, dated March 30, 2015 (collectively, as amended and modified, the "Forbearance Agreement"), pursuant to which the Lender agreed, subject to the terms and conditions of the Forbearance Agreement, not to pursue its remedies against Borrower and/or Guarantor with respect to defaults under the Loan Documents until June 30, 2015.

The property that is secured by the Mortgage and the Amended Mortgage is described as follows:

Lot 13 in Gerrit Addition, in the City of Gary, as per plat thereof, recorded in Plat Book 35, Page 12, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 941 E. 51<sup>st</sup> Place, Gary, Indiana 46409

**FIDELITY NATIONAL**  
**TITLE COMPANY**

MS2015-105

STATE OF INDIANA  
 LAKE COUNTY  
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Borrower and Guarantor have requested, and Lender has agreed, that the Original Note and the Amended Mortgage be amended and modified, to among other things, change the interest rate on, and the maturity date of, the Original Note, to change the principal balance of the Original Note in order to capitalize negative escrow, including November installments for real estate taxes and insurance, to change the payment schedule for principal and interest on the Original Note, to reflect the fact that Peoples Bank SB is now the successor in interest by operation of law to Liberty Savings Bank, FSB, and to add Guarantor as a Mortgagor under the Amended Mortgage.

**Now, therefore, for good and valuable consideration**, the receipt and sufficiency of which is hereby acknowledged, including the agreements and undertakings provided herein, Borrower, as Mortgagor, do hereby agree that the Amended Mortgage is hereby amended as follows:

1. **Addition of Mortgagor.** Sherrie Lee Greer and Hunter Investments, LLC hereby added as a Mortgagor under the Amended Mortgage, and, from and after the date hereof, all references to "Borrower" or "Mortgagor" in the Amended Mortgage shall mean Clarence Jason Greer and Sherrie Lee Greer, Husband and Wife, and/or Hunter Investments, LLC, as their respective interests may appear. Borrower and Guarantor hereby acknowledge and agree that they are jointly and severally liable to Mortgagee for all obligations under the Amended Mortgage. Clause (B) of the DEFINITIONS section of the Amended Mortgage is hereby amended to read as follows:

**"(B) "Borrower"** means individually and collectively, Clarence Jason Greer and Sherrie Lee Greer, Husband and Wife, and Hunter Investments, LLC, an Indiana limited liability company. Borrower is the mortgagor under this Security Instrument."

2. **Definition of Lender.** Clause (C) of the DEFINITIONS section of the Amended Mortgage is hereby amended to read as follows:

**"(C) "Lender"** is Peoples Bank SB, as successor in interest by merger to Liberty Savings Bank, FSB. Lender is a savings bank organized and existing under the laws of the State of Indiana. Lender's address is 9204 Columbia Avenue, Munster, IN 46321. Lender is the Mortgagee under this Security Instrument."

3. **Definition of Note.** Clause (D) of the DEFINITIONS section of the Amended Mortgage is hereby amended to read as follows:

**"(D) "Note"** means the promissory note signed by Borrower and dated August 26, 2005, as such note was amended by that certain First Note Modification Agreement, dated September \_\_\_, 2015, and as such note may be further amended, modified, renewed, refinanced, or replaced from time to time after the date hereof. The Note states that Borrower owes Lender Fifty Six Thousand Seven Hundred Four Dollars and 29/100 (\$56,704.29) plus interest, fees, costs, and expenses. Borrower has promised to pay this debt in regular Period Payments and to pay the debt in full not later than September 1, 2035. "

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

- 4.01. Capitalized terms not otherwise defined in this Second Mortgage Amendment Agreement shall have the same meaning ascribed to such terms in the Amended Mortgage. All terms

and conditions of the Amended Mortgage shall remain in full force and effect to the extent not expressly inconsistent herewith.

- 4.02. This Second Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Indiana.
- 4.03. This Second Mortgage Amendment Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Mortgagors.



EXECUTED and delivered in Lake County, Indiana, this 21 day of September, 2015.

**BORROWER/MORTGAGORS:**

Clarence Jason Greer  
Name: Clarence Jason Greer

By: Sherrie Lee Greer  
Name: Sherrie Lee Greer



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HUNTER INVESTMENTS, LLC,  
An Indiana limited liability company

This Document is the property of Clarence Jason Greer, Member  
the Lake County Recorder!

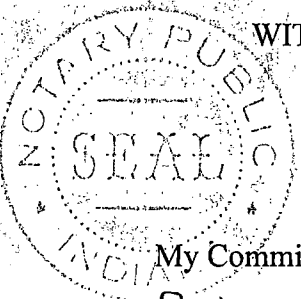
By: Sherrie Lee Greer member  
Name: Sherrie Lee Greer, Member

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

ACKNOWLEDGMENT

Before me, a Notary Public in and for the above County and State, personally appeared Clarence Jason Greer and Sherrie Lee Greer, individually and as a Member of Hunter Investments, LLC, and acknowledged the execution of the foregoing Second Mortgage Amendment Agreement.

WITNESS my hand and Notarial seal this 21<sup>ST</sup> day of September, 2015.



My Commission Expires:

7-1-2020

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Kathy Ann Schneider  
Notary Public

Kathy Ann Schneider  
Printed Name of Notary Public





**CONSENT OF MORTGAGEE**

Peoples Bank SB, as successor in interest to Liberty Savings Bank, FSB, as Mortgagee under the above-referenced Amended Mortgage, hereby consents to the amendment and modification thereto as set forth in the foregoing Second Mortgage Amendment Agreement.

**EXECUTED** and delivered in Lake County, Indiana, this 21 day of September, 2015.

**MORTGAGEE:**

**PEOPLES BANK SB,  
As successor in interest to  
Liberty Savings Bank, FSB**

**Document is NOT OFFICIAL**  
By: [Signature]  
Name: Daniel W. Moser  
Title: Senior Vice President  
**This Document is the property of the Lake County Recorder!**

STATE OF INDIANA )  
COUNTY OF LAKE )

) SS:

**ACKNOWLEDGMENT**

Before me, a Notary Public in and for the above County and State, personally appeared Daniel W. Moser, Senior Vice President of Peoples Bank SB, and acknowledged the execution of the foregoing Consent to Second Mortgage Amendment Agreement for and on behalf of Peoples Bank SB.

WITNESS my hand and Notarial seal this 21 day of September, 2015.



[Signature]  
Notary Public

My Commission Expires: 7/1/2020

A resident of Lake County, Indiana  
Wendy Ann Schneider  
Printed Name of Notary Public

This instrument was prepared by:  
Leane E. Cerven  
Attorney at Law  
Peoples Bank SB  
9204 Columbia Avenue  
Munster, IN 46321

"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." Leane E. Cerven