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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 072217

2015 OCT 26 AM 9:43

MICHAEL B. BROWN
RECORDER

Cross Reference:

Instrument No. 2014 077554 (Lake County)

RETURN TO:
Erin A. West, Esq.
Godfrey & Kahn, S.C.
P.O. Box 2719
Madison, WI 53701-2719

**Document is
NOT OFFICIAL!**

**AMENDMENT TO REAL ESTATE MORTGAGE, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING**

the Lake County Recorder!

(374286)

This Amendment amends the Real Estate Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated November 26, 2014 executed by Douglas W. Morrow ("Mortgagor") in favor of BMO Harris Bank N.A., its successors and assigns ("Mortgagee") and recorded in the Office of the Lake County Recorder as Document No. 2014 077554 on December 5, 2014 (the "Mortgage") affecting the real estate described on Exhibit A.

WHEREAS, the Mortgagor issued the above Mortgage to secure the obligations of Mortgagor, Mary B. Morrow, William A. Morrow and Rebecca S. Morrow (collectively as "Borrower") under that certain Mortgage Note and Loan Agreement (374286) dated November 26, 2014 between Borrower and Mortgagee (the "Note 374286"); and

WHEREAS, as of May 26, 2015 Borrower and Mortgagee entered into an Agreement to Extend Mortgage Note and Loan Agreement (374286) and Modification of Mortgage Notes (the "Agreement"), providing, in part, that the Maturity Date under Note 374286 was extended from May 26, 2015 to October 31, 2015, and providing further, in part, that Mortgagor and Mortgagee intend that the Mortgage shall secure all obligations of Borrower to the Mortgagee as provided in the Agreement;

WHEREAS, a condition precedent to Mortgagee's entry into the Agreement with Borrower is the execution and delivery by Mortgagor of this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, it is hereby agreed:

\$1.00 CASH
#065538
Ret 25.00
~~\$2000~~
M-E

1. The Maturity Date of the Loan evidenced by the Note is extended to October 31, 2015.

2. The Mortgage shall secure all obligations and liabilities of every kind and character, now or hereafter owing by Mortgagor and/or Borrower to Mortgagee, including without limitation, (i) the obligations under the Note 374286 as extended and modified by the Agreement; (ii) the obligations under that certain Mortgage Note dated August 25, 2014 in the original principal amount of One Million Seven Hundred Seventy Thousand and 00/100 Dollars (\$1,770,000.00) issued by Borrower in favor of Lender ("Note 358831"); and (iii) that certain Mortgage Note dated August 13, 2013 in the original principal amount of Six Million Six Hundred Twenty-Three Thousand Five Hundred Twenty-Five and 00/100 Dollars (\$6,623,525.00) issued by Borrower in favor of Lender ("Note 299340"); and (iv) various other documents and agreements executed by one or more of Douglas W. Morrow, Mary B. Morrow, William A. Morrow, and Rebecca S. Morrow in favor of Lender (any and all debts, obligations and liabilities of any one or more of Douglas W. Morrow, Mary B. Morrow, William A. Morrow, and Rebecca S. Morrow to Lender evidenced and/or secured by such documents and agreements, whether heretofore, now or hereafter made, incurred, or created, arising out of credit previously granted, credit contemporaneously granted, or granted in the future, whether for principal, interest, fees, or any other amount shall be hereinafter referred to as the "Morrow Obligations").

3. Notwithstanding anything contained herein or in the Mortgage to the contrary, in no event shall the Indebtedness secured by the Mortgage exceed a principal amount of Thirteen Million Dollars (\$13,000,000.00); provided, however, in no event shall Mortgagee be obligated to advance funds in excess of the face amount of the Morrow Obligations.

4. Except as amended herein, the Mortgage is and shall in all respects remain unchanged and in full force and effect, fully enforceable in accordance with its terms.

5. This Amendment to Real Estate Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filings constitutes an amendment to the Mortgage and is not and shall in no circumstances whatsoever be construed as a novation thereof and shall not adversely affect the priority of the Mortgage as first recorded.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Mortgagor has executed and delivered this Amendment the day and year first above written.

[Handwritten Signature]

Douglas W. Morrow

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared Douglas W. Morrow, who after having been duly sworn, acknowledged the execution of the foregoing Amendment to Real Estate Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing for and on his own behalf.

Witness my hand and Notarial Seal this 30th day of September, 2015.

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

[Handwritten Signature], Notary Public

My Commission Expires: MAY 03, 2020
County of Residence: LAKE

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in the document, unless required by law.

Name: *[Handwritten Signature]*
Erin A. West

This instrument was drafted by and after recording should be returned to:

Erin A. West, Esq.
Godfrey & Kahn, S.C.
One East Main Street, Suite 500
Madison, WI 53703

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1: The Southwest Quarter of the Northeast Quarter; The North Half of the Southeast Quarter; the Northeast Quarter of the Southwest Quarter; and the Northwest Quarter of the Southwest Quarter, all in Section 7, Township 35 North, Range 7 West of the 2nd P.M., in Lake County, Indiana, EXCEPTING therefrom the following:

A strip of land in the North Half of the Southwest Quarter of said Section 7, said strip of land being 400 feet wide and lying 200 feet wide on each side of a centerline and said centerline produced, said centerline being described as follows: Beginning at a point on the South line of the North Half of the Southwest Quarter of Section 7, said point being 1,031.64 feet West of the Southeast corner of the North Half of the Southwest Quarter of said Section 7; thence North 8 degrees 17 minutes 30 seconds West, a distance of 1,337 feet, more or less, to a point on the North line of the Southwest Quarter of said Section 7, said point being 110.33 feet East of the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 7.

Parcel 2: The South Half of the Southwest Quarter of Section 7, Township 35 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, EXCEPTING therefrom the following parcels of land:

(1) Part of the Southwest Quarter of Section 7, Township 35 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at a point on the South line of said Section 7, said point being 346 feet East of the Southwest corner of said Section 7; thence East along the South line of said Section, a distance of 142 feet; thence North, parallel to the West line of said Section 7, a distance of 306.76 feet; thence West, parallel to the South line of said Section 7, a distance of 142 feet; thence South, parallel to the West line of said Section 7, a distance of 306.76 feet to the point of beginning.

(2) A strip of land situated in Section 7, Township 35 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: A strip of land in the South half of the Southwest Quarter of said Section 7, said strip of land being 400 feet wide and lying 200 feet wide on each side of a centerline and said centerline produced, said centerline being described as follows: Beginning at a point on the South line of said Section 7, said point being 859.97 feet West of the Southeast corner of the Southwest Quarter of said Section 7; thence North 08 degrees 17 minutes 30 seconds West, a distance of 1,335.8 feet, more or less, to a point on the North line of the South half of the Southwest Quarter of said Section 7, said point being 1,031.64 feet West of the Northeast corner of the South half of the Southwest Quarter of said Section 7.

(3) Part of the Southwest Quarter of Section 7, Township 35 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows:

Commencing at a point on the South line of said Section 7, said point being 204 feet East of the Southwest corner of said Section 7; thence East along the South line of said Section, a distance of 142 feet; thence North, parallel to the West line of said Section 7, a distance of 306.76 feet; thence West, parallel to the South line of said Section 7, a distance of 142 feet; thence South parallel to the West line of said Section 7, a distance of 306.76 feet to the point of beginning.

(4) The East 416.10 feet of the West 904.10 feet of the South 215.00 feet of the Southwest Quarter of Section 7, Township 35 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana.

(5) Part of the Southwest Quarter of Section 7, Township 36 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Section 7; thence South 88 degrees 57 minutes 24 seconds East, along the South line of said Southwest Quarter, 904.10 feet to the point of beginning; thence North 00 degrees 16 minutes 18 seconds East, 215.00 feet; thence North 88 degrees 57 minutes 24 seconds West, 416.10 feet; thence North 00 degrees 16 minutes 18 seconds East, 91.76 feet; thence North 88 degrees 57 minutes 24 seconds West, 107.85 feet; thence North 00 degrees 16 minutes 18 seconds East, 394.37 feet; thence North 22 degrees 39 minutes 43 seconds West, 14.09 feet; thence North 00 degrees 16 minutes 18 seconds East, 189.35 feet; thence South 88 degrees 57 minutes 24 seconds East, 934.16 feet; thence South 00 degrees 16 minutes 18 seconds West, 359.47 feet; thence South 04 degrees 46 minutes 06 seconds East, 639.53 feet to the South line of the Southwest Quarter of said Section 7; thence North 88 degrees 57 minutes 24 seconds West, along the South line of said Southwest Quarter, 421.59 feet to the point of beginning.

Parcel 3: The South Half of the South Half of the Northeast Quarter and the Southeast Quarter, all in Section 12, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, excepting therefrom the following described parcels of land:

(1-A) Commencing at the Southwest corner of the Southeast Quarter of Section 12, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, and running thence East 204.15 feet in the South line of said Section 12; thence in an angle North 78 degrees 10 minutes West, 210 feet to the West line of said Southeast Quarter of said Section 12; thence South 42 1/2 feet along the West line of the Southeast Quarter of said Section 12 to the place of beginning.

(1-B) Part of the Southeast Quarter of Section 12, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Beginning at a point on the South line of said Section 12 and 40 feet West of the Southeast corner thereof; thence North 06 degrees 00 minutes 00 seconds West, 280 feet; thence North 25 degrees 00 minutes 00 seconds West, 340 feet; thence North 08 degrees 30 minutes 00 seconds West, 169.45 feet; thence North 90 degrees 00 minutes 00 seconds West and parallel to the South line of said Section 12, a distance of 351.99 feet; thence South 00 degrees 00 minutes 00 seconds West, 754.2 feet to the South line of said Section 12; thence South 90 degrees 00 minutes 00 seconds East, 550 feet to the point of beginning.

EXCEPT from Parcels 2 and 3 above, that part lying within the following exceptions:

(1-C) Part of the Southwest Quarter of Section 7, Township 35 North, Range 7 West of the Second Principal Meridian and part of the Southeast Quarter of Section 12, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the Southwest corner of said Section 7; thence South 88 degrees 57 minutes 24 seconds East, along the South line of the Southwest Quarter of said Section 7, a distance of 20.37 feet to the point of beginning; thence North 06 degrees 00 minutes 00 seconds West, 186.47 feet to a point on the West line of said Southwest Quarter that is 185.08 feet North of the Southwest corner of said Section 7; thence continuing North 06 degrees 00 minutes 00 seconds West, 110.25 feet; thence North 25 degrees 00 minutes 00 seconds West, 13.64 feet; thence South 88 degrees 57 minutes 24 seconds East, 17.87 feet to a point on the East line of the Southeast Quarter of said Section 12 that is 306.76 feet North of the Southeast corner of said Section 12; thence continuing South 88 degrees 57 minutes 24 seconds East, 204.00 feet; thence South 00 degrees 16 minutes 18 seconds West, 306.76 feet to the South line of the Southwest Quarter of said Section 7; thence North 88 degrees 57 minutes 24 seconds West, along said South line, 183.63 feet to the point of beginning.

(1-D) Part of the Southwest Quarter of Section 7, Township 35 North, Range 7 West of the Second Principal Meridian and part of the Southeast Quarter of Section 12, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, more particularly described as follows: Commencing at the Southwest corner of the Southwest Quarter of said Section 7; thence North 00 degrees 16 minutes 18 seconds East, along the West line of said Southwest Quarter, 366.77 feet to the point of beginning; thence North 88 degrees 57 minutes 24 seconds West, 46.38 feet; thence North 25 degrees 00 minutes 00 seconds West, 260.92 feet; thence North 08 degrees 30 minutes 00 seconds West, 170.11 feet; thence North 26 degrees 13 minutes 29 seconds West, 148.91 feet; thence North 06 degrees 27 minutes 56 seconds West, 456.65 feet; thence South 48 degrees 13 minutes 30 seconds East, 281.25 feet; thence South 19 degrees 30 minutes 40 seconds East, 113.93 feet; thence South 05 degrees 32 minutes 22 seconds West, 394.34 feet; thence North 72 degrees 26 minutes 07 seconds East, 95.30 feet to the West line of the Southeast Quarter of said Section 12; thence continuing North 72 degrees 26 minutes 07 seconds East, 289.21 feet; thence South 22 degrees 39 minutes 43 seconds East, 115.00 feet; thence South 00 degrees 16 minutes 18 seconds West, 321.37 feet; thence North 88 degrees 57 minutes 24 seconds West, 320.15 feet to the point of beginning.

Parcel 4: That part of the East Half of the Northeast Quarter lying Northerly of the right of way of the Chicago and Grand Trunk Railway Company, in Section 13, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.