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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 004989

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MICHAEL B. BROWN
RECORDER

First Financial Bank, National Association
Borrower: Saddle Creek Development LLC
Loan Number: 820101243

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THIS DOCUMENT REFERENCES AND AMENDS THE TERMS OF AN OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING DATED AS OF SEPTEMBER 4, 2007 AND RECORDED IN INSTRUMENT NO. 2007 072345 OF THE LAKE COUNTY, INDIANA OFFICIAL REAL ESTATE RECORDS.

Extension of Open-End Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing

(Maximum Amount \$10,665,000.00)

THIS EXTENSION OF OPEN-END MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (the "Amendment") is made as of December 17, 2015 by and between **Saddle Creek Development LLC**, an Indiana limited liability company located at 8051 Wicker Ave, Saint John, IN 46373 (individually and collectively, the "Mortgagor") and **FIRST FINANCIAL BANK, NATIONAL ASSOCIATION**, a national banking association, located at 300 High Street, Hamilton, Ohio 45011 (the "Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee entered into that certain Open-End Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of September 4, 2007, which granted a mortgage lien from Mortgagor to Mortgagee encumbering the real estate described on **Exhibit A** attached hereto, and which Mortgage was recorded in Instrument No. 2007 072345 of the Lake County, Indiana real estate records (the "Mortgage"); and

WHEREAS, Mortgagor desires to amend the Mortgage to reflect an extension of the maturity date of the Indebtedness to December 17, 2017 and to ensure that the Mortgage will continue to secure the Indebtedness; and

AMOUNT \$ 23⁰⁰
CASH _____ CHARGE _____
CHECK # 145 041
OVERAGE _____
COPY _____
NON - COM _____
CLERK MB

MB

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WHEREAS, Mortgagor desires to amend the Mortgage to add the New Loan Documents to the documents secured by the Mortgage, reflect additional Indebtedness and an extension of the maturity date of the Indebtedness and to ensure that the Mortgage will secure the additional Indebtedness and will continue to secure the Indebtedness; and

WHEREAS, Mortgagor and Mortgagee desire that the Mortgage, as amended by this Amendment, **shall maintain its priority.**

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Capitalized terms used and not otherwise defined herein are used with the meaning set forth in the Mortgage and the Loan Documents as defined in the Mortgage is hereby amended to include the New Loan Documents.
2. The last payment under the Loan Documents is due on December 17, 2017.
3. Mortgagor acknowledges that it will be prepared to pay off the loan in full on the maturity date, and that Mortgagee has never made any representation to Mortgagor that Mortgagee will refinance the loan.
4. Mortgagor acknowledges that Mortgagee has performed all of its obligations to Mortgagor to date, that Mortgagee is not in default of any of Mortgagee's obligations, and that Mortgagor has no defenses, setoffs, or other claims against Mortgagee arising out of the Indebtedness or the Mortgage and the Loan Documents.
5. Mortgagor agrees that this is not a novation of any Indebtedness but merely an extension and/or modification of the existing Indebtedness.
6. Mortgagor acknowledges that it is still bound by the original Mortgage which remains in full force and effect in accordance with its terms, except as modified herein and by any amendment documents executed contemporaneously herewith. Except as expressly amended herein, all other terms and provisions of the Mortgage remain in full force and effect. The lien of the Mortgage is in no manner impaired hereby and any default under the terms of the Mortgage or the Loan Documents shall constitute a default hereunder, and any default hereunder shall constitute a default under the Mortgage and Loan Documents.
7. All provisions of the Mortgage not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of conflict between and among the various provisions in the Mortgage and this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, this instrument has been executed by Mortgagor and Mortgagee on the date first written above.

MORTGAGOR:

Saddle Creek Development LLC

By: OD Enterprises, Inc., its Managing Member

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By: [Signature]
Name: Todd M. Olthof
Title: President

State INDIANA of)

County of Porter) ss:

Before me, the undersigned, a Notary Public, personally appeared Todd M. Olthof, the President of OD Enterprises, Inc., the Managing Member of Saddle Creek Development LLC, an Indiana limited liability company, and acknowledged execution of the foregoing instrument on behalf of Saddle Creek Development LLC this 22nd day of December, 2015.



[Signature]
Notary Public

My Commission Expires: 6/13/19

John Van Proyen
Printed

My County of Residence is: Porter

John Van Proyen
Notary Public Seal
State of Indiana
Porter County

My Commission Expires June 13, 2019

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

**MORTGAGEE:
FIRST FINANCIAL BANK, NATIONAL ASSOCIATION**

By: [Signature]
Print Name: Steve Murphy
Title: Lending Officer

State of IN
County of Lake

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the Lake County Recorder

Before me, the undersigned, a Notary Public, personally appeared Steve Murphy, the Lending Officer of First Financial Bank, National Association, a national banking association, and acknowledged execution of the foregoing instrument on behalf of First Financial Bank, National Association this 22 day of December, 2015.

My Commission Expires:
2-21-20

[Signature]
Notary Public
Carla L. Iguardia
Printed

My County of Residence is:
Lake Co.



This instrument drafted by and when recorded return to the person/entity specified below.

This instrument was prepared by Steve Murphy. 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.

[Signature]
Steve Murphy
450 W Lincoln Hwy
Scherville, IN 46375



Exhibit 'A'

Parcel 1: Lot 140, Outlots A and I, excepting that part of Outlot I deeded to the Sanitary District of the Town of St. John, Lake County, Indiana, by deed recorded November 4, 2011 as Document No. 2011 061916 in Saddle Creek Subdivision - Phase I, as per plat thereof, recorded in Plat Book 97, page 76, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: Lots 90, 94 to 100, both inclusive, 102, 103, 111, 112, 114 to 118, both inclusive, 120, 121, 123, 125, 127, 128 and Outlot G in Saddle Creek Subdivision - Phase II, as per plat thereof, recorded in Plat Book 101, page 26, in the Office of the Recorder of Lake County, Indiana.

