

2016 057758

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 AUG 25 AM 8:56

MICHAEL B. BROWN  
RECORDER

**RECORDATION REQUESTED BY:**

First Financial Bank, N.A.  
Branch 209  
300 High St  
Hamilton, OH 45011

**WHEN RECORDED MAIL TO:**

First Financial Bank, National Association  
Attn: Commercial Loan Documentation  
225 Pictoria Drive, Suite 700  
Cincinnati, OH 45246



**THIS MODIFICATION OF MORTGAGE** dated July 5, 2016, is made and executed between Olthof Homes-Meadow Gate LLC, an Indiana limited liability company, whose address is 8051 Wicker Ave Ste A, Saint John, IN 46373 (referred to below as "Grantor") and First Financial Bank, N.A., whose address is 300 High St, Hamilton, OH 45011 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 30, 2014 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on September 12, 2014 in Instrument Numbers 2014 054950 and 2014 054949, in the office of Recorder of Lake County, Indiana, and modified by Instrument Number 2015 001492.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Lake County, State of Indiana:

Lots 379, 380, 403, 404, 639, 641, 642, 662, 663, 666, 667, 668, 674, 699, 731, 734, 735, 736, 737, 738 and 751, in The Gates of St. John, Units 11a and 12a, an Addition to the Town of St. John, as per plat thereof, recorded in Plat Book 100 page 52, in the Office of the Recorder of Lake County, Indiana.

The Real Property or its address is commonly known as 8005, 8045, 8070, 8075, 8090, 8095, 8100, 8165, 8644, 8645, 8675 W 101st Pl, 10052, 10111, 10121, 10142 Pearwood Dr, 10076, 10096, 10126, 10146, 10155 Golden Crest Dr, and 10127 Sentry Dr, Saint John, IN 46373. The Real Property tax identification

*3 refs*

AMOUNT \$ 27,000-  
CASH        CHARGE         
CHECK# 181367  
OVERAGE         
COPY         
NON-CONF         
DEPUTY        *JTB*

**MODIFICATION OF MORTGAGE**

Loan No: 820108865

(Continued)

number is 45-15-03-230-008.000-015, 45-15-03-230-007.000-015, 45-15-03-228-007.000-015,  
 45-15-03-230-006.000-015, 45-15-03-228-006.000-015, 45-15-03-230-005.000-015,  
 45-15-03-228-005.000-015, 45-15-03-230-002.000-015, 45-15-03-203-003.000-015,  
 45-15-03-206-003.000-0015, 45-15-03-206-002.000-015, 45-11-34-478-011.000-035,  
 45-15-03-228-001.000-015, 45-15-03-228-002.000-015, 45-15-03-229-006.000-015,  
 45-11-34-453-003.000-035, 45-11-34-453-004.000-035, 45-15-03-204-002.000-015,  
 45-15-03-208-001.000-015, 45-15-03-209-001.000-015, 45-15-03-203-002.000-015

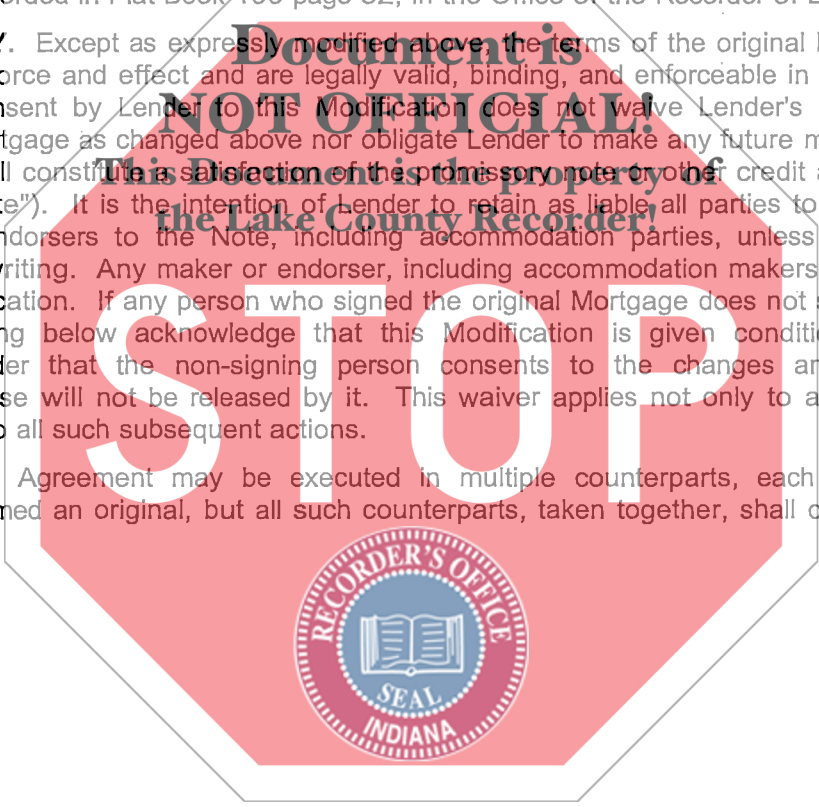
**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**The legal description is hereby amended to read as follows:**

Lots 379, 380, 403, 404, 639, 641, 642, 662, 663, 666, 667, 668, 674, 699, 731, 734, 735, 736, 737, 738 and 751, in The Gates of St. John, Units 11a and 12a, an Addition to the Town of St. John, as per plat thereof, recorded in Plat Book 100 page 52, in the Office of the Recorder of Lake County, Indiana.

**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.

**COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same Agreement.



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 820108865

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 5, 2016.

GRANTOR:

OLTHOF HOMES-MEADOW GATE LLC

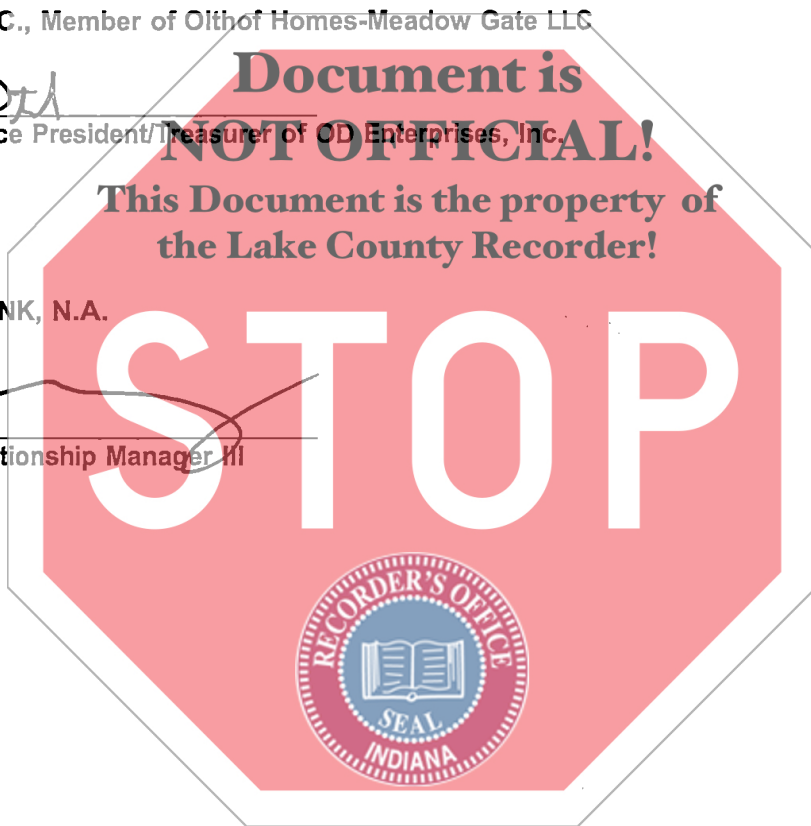
OD ENTERPRISES, INC., Member of Olthof Homes-Meadow Gate LLC

By:   
Scot F. Olthof, Vice President/Treasurer of OD Enterprises, Inc.

LENDER:

FIRST FINANCIAL BANK, N.A.

X   
Steve Murphy, Relationship Manager III



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 820108865

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF INDIANA

John Van Proyen  
Notary Public Seal  
State of Indiana  
Porter County

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) SS

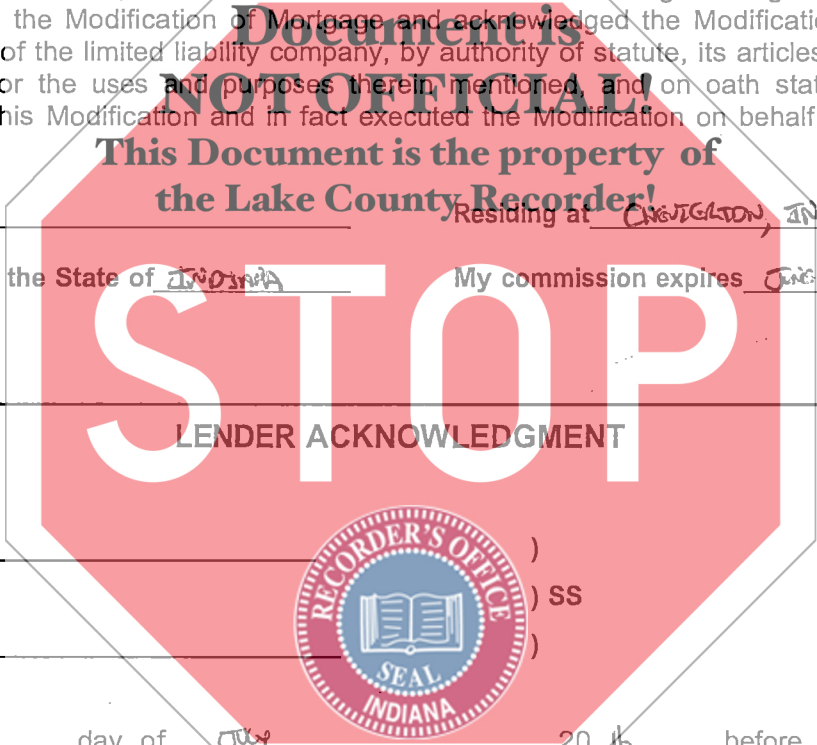
COUNTY OF PORTER

) My Commission Expires June 13, 2019

On this 26th day of July, 2016, before me, the undersigned Notary Public, personally appeared **Scot F. Olthof, Vice President/Treasurer of OD Enterprises, Inc., Member of Olthof Homes-Meadow Gate LLC**, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at CHESTERSON, INDIANA

Notary Public in and for the State of INDIANA My commission expires JUNE 13, 2019



LENDER ACKNOWLEDGMENT

STATE OF INDIANA



)  
) SS

COUNTY OF PORTER

On this 26th day of July, 2016, before me, the undersigned Notary Public, personally appeared **Steve Murphy** and known to me to be the **Relationship Manager III**, authorized agent for **First Financial Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Financial Bank, N.A.**, duly authorized by **First Financial Bank, N.A.** 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 **First Financial Bank, N.A.**.

By [Signature] Residing at CHESTERSON, INDIANA

Notary Public in and for the State of INDIANA My commission expires JUNE 13, 2019

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

**MODIFICATION OF MORTGAGE  
(Continued)**

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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 (Steve Murphy, First Vice President).

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This Modification of Mortgage was prepared by: Steve Murphy, First Vice President



**RECORDING PAGE**

