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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 058486

2016 AUG 26 AM 11:34

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

JPMorgan Chase Bank, NA
Northwest Indiana Business Banking LPO
103 E. Lincolnway
Valparaiso, IN 46383

WHEN RECORDED MAIL TO:

JPMorgan Chase Bank, NA
Business Banking Loan Servicing IL1-0054
P.O. Box 6026
Chicago, IL 60680-6026



Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

THIS MODIFICATION OF MORTGAGE dated July 8, 2016, is made and executed between D & L Properties, LLC, an Indiana Limited Liability Company, whose address is 613 North Indiana Avenue, Crown Point, IN 46307 (referred to below as "Grantor"), and JPMorgan Chase Bank, NA, with a loan production office at Northwest Indiana Business Banking LPO, 103 E. Lincolnway, Valparaiso, IN 46383 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 28, 2015 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded October 6, 2015, Document # 2015 068471.

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

LOTS 1, 2, 3 AND OUTLOT "A" IN D & L INDUSTRIAL PARK, AN ADDITION TO THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 108, PAGE 54, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 613 North Indiana Avenue, Crown Point, IN 46307. The Real Property tax identification number is 45-16-05-429-018.000-042 & 45-16-05-429-011.000-042

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

IL 57¹⁰ 2^{AM}

1 ref

\$23,000

**Northwest Indiana
Title Services, Inc.**
101 E. 90th Drive Suite C
Merrillville, IN 46410

NET

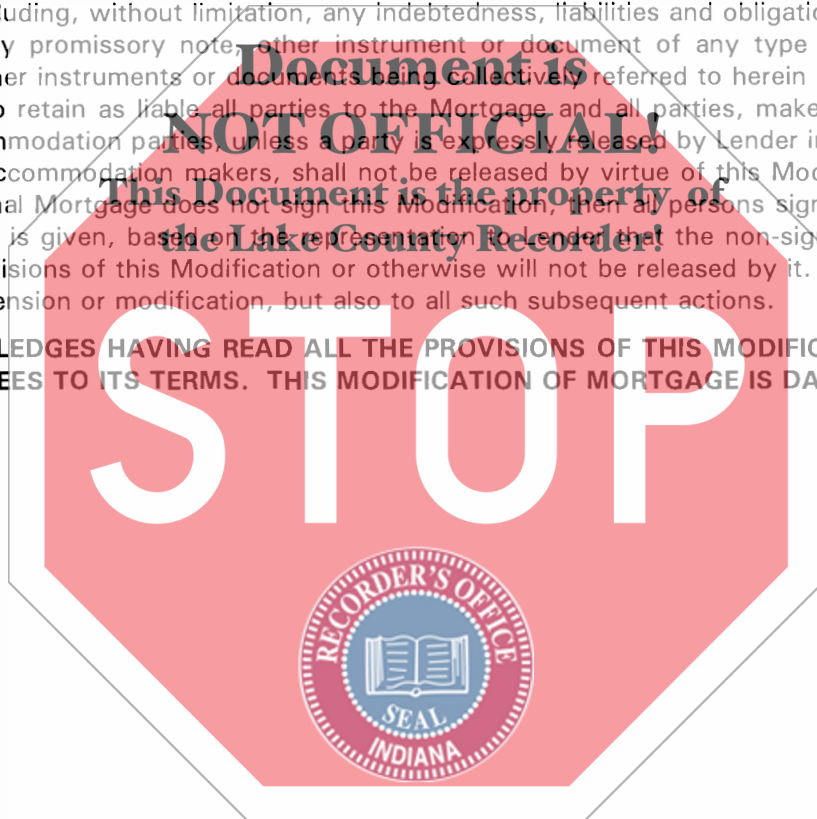
JTB

**MODIFICATION OF MORTGAGE
(Continued)**

The Mortgage secures the Indebtedness (as defined in the Mortgage), including, without limitation, the extension of credit evidenced by a promissory note dated September 3, 2015, payable by Grantor to the Lender, in the original principal amount of \$2,000,000.00 (the "Original Extension of Credit"). The Mortgage is amended to also secure the repayment of an additional extension of credit (the "New Extension of Credit") which will increase the extension of credit to an aggregate amount of \$2,100,000.00. The New Extension of Credit will be governed by the terms and conditions of the Related Documents executed in conjunction with the Original Extension of Credit. The Mortgage continues to secure the Original Extension of Credit and shall also secure the New Extension of Credit; therefore, the definition of the "Note" provided for in the Mortgage is hereby modified to mean that renewal note dated contemporaneously with this Modification payable from Grantor to Lender in the original principal sum of \$2,000,000.00, including all extensions, renewals and modifications thereof. The Grantor reaffirms Mortgage and hereby mortgages and warrants to the Lender the Real Property (as defined in the Mortgage) as security for the Indebtedness, as modified herein. The Grantor will execute and deliver all further instruments, and shall take all other actions, as in the sole opinion of the Lender are necessary or desirable to effect the intent of this Modification.

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 any of the indebtedness, liabilities and obligations secured by this Mortgage, including, without limitation, any indebtedness, liabilities and obligations which are evidenced by or arise under any promissory note, other instrument or document of any type or description (all such promissory notes, other instruments or documents being collectively referred to herein as 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, based on the representation and pledge 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 JULY 8, 2016.



MODIFICATION OF MORTGAGE
(Continued)

GRANTOR:

D & L PROPERTIES, LLC

ROBERT C. LIGDA REVOCABLE TRUST U/T/D 9/30/09, Member of D & L Properties, LLC

By: [Signature]
Robert C. Ligda, Trustee of Robert C. Ligda Revocable Trust
u/t/d 9/30/09

LENDER:

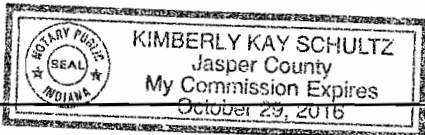
x [Signature] Rapka
Authorized Signer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
This Document is the property of
the Lake County Recorder!

STATE OF Indiana)
COUNTY OF Lake) SS

On this 8 day of July, 2016, before me, the undersigned Notary Public, personally appeared Robert C. Ligda, Trustee of Robert C. Ligda Revocable Trust u/t/d 9/30/09, 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] Kimberly Kay Schultz Residing at Jasper
Notary Public in and for the State of IN My commission expires 10-29-16

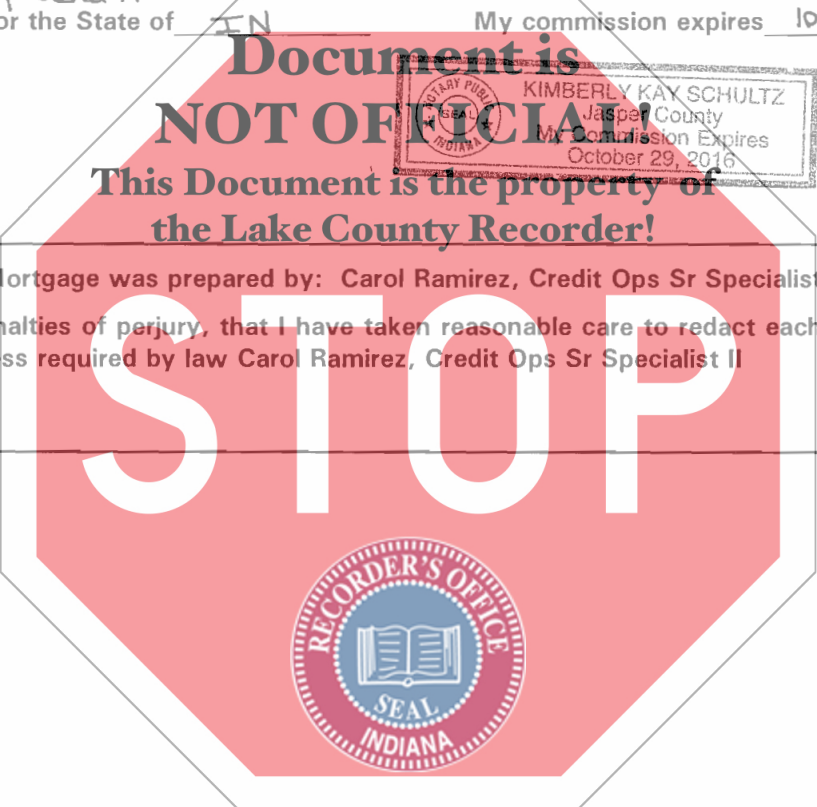
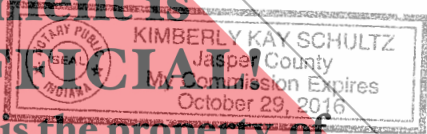


LENDER ACKNOWLEDGMENT

STATE OF IN)
) SS
COUNTY OF Lake)

On this 8 day of July, 20 16, before me, the undersigned Notary Public, personally appeared Kristi Rapka and known to me to be the Vice President, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Kimberly Kay Schultz Residing at Jasper
Notary Public in and for the State of IN My commission expires 10-29-16



This Modification of Mortgage was prepared by: Carol Ramirez, Credit Ops Sr Specialist II

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law Carol Ramirez, Credit Ops Sr Specialist II

RECORDING PAGE

