

STATE OF INDIAHA
LAKE COUNTY FILED FOR RECORD

2016 AUG 29 AM 11: 42

MICHAEL B. BROWN RECORDER

First Financial Bank, National Association Borrower: Judith Root Stiles Trust dated December 16, 2014 Loan Number: 820109666

THIS DOCUMENT REFERENCES AND AMENDS THE TERMS OF A MORTGAGE DATED AS OF JANUARY 15, 2015 AND RECORDED JANUARY 20, 2015 AS INSTRUMENT NO. 2015002802 OF THE LAKE COUNTY, INDIANA OFFICIAL REAL ESTATE RECORDS.

2016 058796

Extension and Amendment of Mortgage (Maximum Amount \$838,460.00)

THIS EXTENSION AND AMENDMENT OF MORTGAGE ("Amendment") is made as of July 27, 2016 by and between JUDITHTROOT STILES, (FORMERLY KNOWN AS AND ALSO KNOWN AS JUDITH ROOT), TRUSTEE OF THE JUDITH ROOT STILES TRUST UNDER TRUST AGREEMENT DATED DECEMBER 16, 2014 located at 29 Diana Road, Ogden Dunes, Indiana 46368 (individually and collectively, "Mortgagor") and FIRST FINANCIAL BANK, NATIONAL ASSOCIATION, a national banking association, located at 300 High Street Hamilton Ohio 45011 ("Medgagee").

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee entered into that certain Mortgage dated as of January 15, 2015, which granted a mortgage lien from Mortgagor to Mortgagee encumbering the real estate described on Exhibit A attached hereto, and which Mortgage was recorded as Instrument No. 2015002802 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 and to ensure that the Mortgage will continue to secure the Indebtedness; and

WHEREAS, in addition to the arounts in the coan Documents set forth in the Mortgage, Mortgagor is indebted to Mortgagee pursuant to the \$791,000,00 Note dated July 27, 2016 with a maturity date of July 27, 2021 executed by Mortgagor and made payable to Mortgagee (individually and collectively, the "New Note"), and all agreements, instruments, and documents executed or delivered in connection with any of the foregoing or otherwise related thereto (together with any amendments, modifications, or restatements thereof, the "New York Documents"); and

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

Extension and Amendment of [Leasehold] Mortgage (New Value/Extension of Date)
January 2016

16-573/M \$33.00

Northwest Indiana
Title Services, Inc. | ref

101 E. 90th Drive Suite C Merrillville, IN 46410

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. 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 July 15, 2021.
- 3. The Future Advances paragraph of the Mortgage is hereby deleted in its entirety and replaced with the following:

<u>Future Advances</u>. The parties hereto intend and agree that this Mortgage shall secure unpaid balances of any loan advances, whether obligatory or not, and whether made pursuant to the Loan Documents or not, made by Mortgagee after this Mortgage is delivered to the Recorder for record to the extent that the total unpaid loan indebtedness, exclusive of interest thereon, does not exceed the maximum aggregate amount of unpaid indebtedness which may be outstanding at any time, which is Eight Hundred Thirty Eight Thousand Four Hundred Sixty and 00/100 Dollars (\$838,460.00). Mortgagor further covenants and agrees to repay all such loan advances with interest, and that the covenants contained in this Mortgage shall apply to such loan advances as well.

- 4. 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.
- 5. Mortgagor tackrowledges that Mortgagoe has performed all of its obligations to Mortgagor to date, that Mortgagoe is not in default of any of Mortgagoe's obligations, and that Mortgagor has no defenses, setoffs, or other claims against Mortgagoe arising out of the fridebtedness or the Mortgago and the Loan Documents.
- 6. Mortgagor agrees that this is not a novation of any Indebtedness but merely an extension and/or modification of the existing Indebtedness.
- 7. 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.
- 8. 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.

Before undersigned, a Notary Public, personally appeared the <u>LENDING OFFICER</u> of First Financial Bank, National Association, me, the appeared ERIC EVANS a national banking association, and acknowledged execution of the foregoing instrument on behalf of First Financial Bank, National Association this 27TH day of 30LY 20LNotary Public My Commission Expires: KIMBERLY KAY SCHULTZ 10-29-16 Printed My County of Residence is: JASPER KIMBERLY KAY SCHULTZ
Jasper County
My Commission Expires
October 29, 2013 This instrument prepared by: Eric Evans, Lending Officer 450 West Lincoln Highway Schererville, Indiana 46375 **Document** is This instrument drafted by and when recorded return to the person/entity specified below. This instrument was prepared by Procedure affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security (Unberin this decument unless required by law. Eric Evans, Lending Officer 450 West Lincoln Highway Schererville, Indiana 46375

MORTGAGOR:

JUDITH ROOT STILES, (FORMERLY KNOWN AS AND ALSO KNOWN AS JUDITH ROOT), TRUSTEE OF THE JUDITH ROOT STILES TRUST UNDER TRUST AGREEMENT DATED DECEMBER 16, 2014

Name: Judith Root Stiles

Title: Trustee

State of _ INDIANA SS: County of ____LAKE

Before me, the undersigned, a Notary Public, personally appeared Judith Root Stiles (formerly known as and also known as Judith Root), the Trustee of the Judith Root Stiles Trust under Trust Agreement dated December 16, 2014, and acknowledged execution of the foregoing instrument on behalf of Judith Root Stiles (formerly known as and also known as Judith Root), the Trustee of the Judith Root Stiles Trust under Trust Agreement dated December 16, 2014 this 27th day of July, 2016.

My Commission Expires: SCHULTZ 10-29-16 My County of Residence is: NOT OFFICI MMBERLY KAY SCHULTZ
Jasper County
My Commission Expires Commission Explosion Explosion Explosion 29, 2016 This Document is the property of his **JASPER** the Lake County Recorder MORTGAGEE: FIRST FINANCIAL BANK, NATIONAL ASSOCIATION Print Name Enc Evans Title: Lending Officer State of INDIANA County of _

EXHIBIT A Legal Description

PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 255.0 FEET SOUTH, 89 DEGREES 51 MINUTES 00 SECONDS EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE ABOVE SAID SECTION; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 00 SECONDS EAST A DISTANCE OF 65.0 FEET; THENCE NORTH 0 DEGREES 10 MINUTES 00 SECONDS EAST A DISTANCE OF 530.13 FEET TO THE SOUTH LINE OF CRESTVIEW ESTATES, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 30 PAGE 67, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 320.00 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 00 SECONDS WEST A DISTANCE OF 350.31 FEET TO A POINT WHICH IS 180 FEET NORTH OF THE SOUTH LINE OF SAID 1/4 1/4 SECTION; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS EAST, ALONG A LINE WHICH IS 180 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 1/4 1/4 SECTION A DISTANCE OF 255.00 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 00 SECONDS WEST A DISTANCE OF 180 FEET, WHICH IS THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

