

5.

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 000560

2017 JAN -5 AM 8:54

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

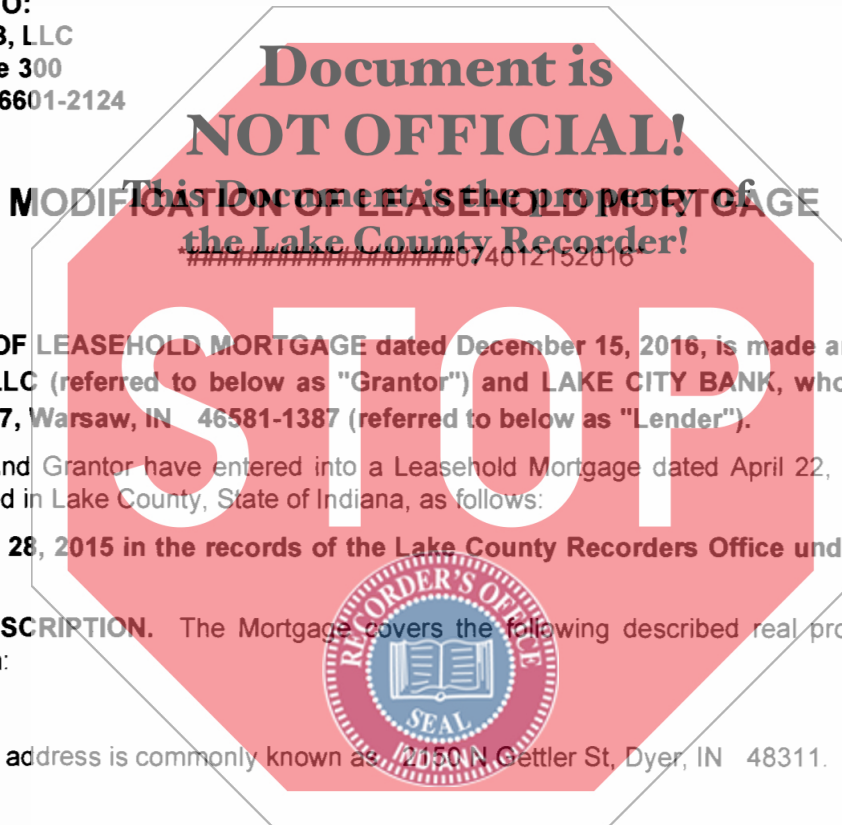
LAKE CITY BANK
South Bend Downtown
202 E Center St
PO Box 1387
Warsaw, IN 46581-1387

WHEN RECORDED MAIL TO:

LAKE CITY BANK
South Bend Downtown
202 E Center St
PO Box 1387
Warsaw, IN 46581-1387

SEND TAX NOTICES TO:

Dyer Campus MOB, LLC
227 S Main St Suite 300
South Bend, IN 46601-2124



MODIFICATION OF LEASEHOLD MORTGAGE
This Document is the property of
the Lake County Recorder!
#####074012152016

THIS MODIFICATION OF LEASEHOLD MORTGAGE dated December 15, 2016, is made and executed between Dyer Campus MOB, LLC (referred to below as "Grantor") and LAKE CITY BANK, whose address is 202 E Center St, PO Box 1387, Warsaw, IN 46581-1387 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Leasehold Mortgage dated April 22, 2015 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on April 28, 2015 in the records of the Lake County Recorders Office under document number 2015025328.

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

See Exhibit A

The Real Property or its address is commonly known as 2150 N Gettler St, Dyer, IN 48311.

1 ref \$23.00

\$ 1,00
over

✓ 442268664 JAS

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

"Indebtedness" as defined in the Leasehold Mortgage is modified to increase the permitted future obligations and advances from \$9,750,000.00 to \$11,008,000.00.

"Maximum Lien" as defined in the Leasehold Mortgage is modified to increase the maximum lien amount from \$9,750,000.00 to \$11,008,000.00.

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 endorser 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 15, 2016.

GRANTOR:

DYER CAMPUS MOB, LLC

HOLLADAY DYER MOB NW PARTNERS, L.P., Managing Member of Dyer Campus MOB, LLC

JEFFERSON STREET I, INC., General Partner of Holladay Dyer MOB NW Partners, L.P.

By:

John T Phair, President of Jefferson Street I, Inc.

LENDER:

LAKE CITY BANK

X

Todd A Bruce, Senior Vice President



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF St. Joseph

AMANDA K DOMALEWSKI
Notary Public - Seal
SS State of Indiana
St Joseph County
My Commission Expires Apr 29, 2022

On this 16th day of December, 20 16, before me, the undersigned Notary Public, personally appeared **John T Phair, President of Jefferson Street I, Inc., General Partner of Holladay Dyer MOB NW Partners, L.P., Managing Member of Dyer Campus MOB, 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 Amanda K Domalewski

Residing at St. Joseph

Notary Public in and for the State of Indiana

My commission expires 04.29.2022

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

STATE OF Indiana

COUNTY OF St. Joseph

AMANDA K DOMALEWSKI
Notary Public - Seal
State of Indiana
St Joseph County
My Commission Expires Apr 29, 2022

On this 16th day of December, 20 16, before me, the undersigned Notary Public, personally appeared **Todd A Bruce** and known to me to be the **Senior Vice President**, authorized agent for **LAKE CITY BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **LAKE CITY BANK**, duly authorized by **LAKE CITY BANK** 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 **LAKE CITY BANK**.

By Amanda K Domalewski

Residing at St. Joseph

Notary Public in and for the State of Indiana

My commission expires 04.29.2022



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 (Todd A Bruce).

This Modification of Mortgage was prepared by: Todd A Bruce



EXHIBIT A

PARCEL 1 (Office Building Parcel) :

That part of the North 1/2 of the Northwest 1/4 of Section 13, Township 35 North, Range 10 West of the Second Principal Meridian described as follows: Commencing at the Southwest corner of the North 1/2 of the Northwest 1/4 of said Section 13; thence North 00 degrees 01 minutes 20 seconds West, along the West line of the Northwest 1/4 of said Section 13, said line being the state line between Illinois and Indiana, a distance of 309.42 feet; thence North 89 degrees 58 minutes 40 seconds East, a distance of 17.94 feet to the point of beginning; thence North 00 degrees 09 minutes 18 seconds West, a distance of 192.33 feet; thence North 89 degrees 50 minutes. 42 seconds East, a distance of 102.33 feet; thence South 00 degrees 09 minutes 18 seconds East, distance of 192.33 feet; thence South 89 degrees 50 minutes 42 seconds West, a distance of 102.33 feet to the point of beginning, also known as Part of Lot 1, Mount Mercy Subdivision, as per plat thereof, recorded in Plat Book 55, page 33, in the Office of the Recorder of Lake County, Indiana.

PARCEL 2 (Easement Parcel):

Easements only in favor of the insured and not others indicated as set out in the Access, Parking and Utility Easement Agreement by and between Sisters of St. Francis Health Services, Inc., an Indiana corporation d/b/a St. Margaret Mercy Healthcare Centers and Dyer Medical Partners, LLC, an Indiana limited liability company dated April 30, 2007 and recorded June 7, 2007, as Document Number 2007 074998, in the Office of the Recorder of Lake County, Indiana and recorded July 18, 2007, as Document Number 0719960010 in the Office of the Recorder of Cook County, Illinois, and as amended by an Amendment to Access, Parking and Utility Easement Agreement dated March 31, 2008 and recorded November 3, 2008 as Document No. 2008 074989, made by and between Sisters of St. Francis Health Services, Inc., and Dyer Medical Partners, LLC.

