

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 001838

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MICHAEL B. BROWN  
RECORDER

Cross-Reference: 2011075500

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**FIRST MODIFICATION OF MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS AND FIXTURE FILING**  
(Highland, Indiana)

**THIS FIRST MODIFICATION OF MORTGAGE, SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS AND FIXTURE FILING (the "Modification")** is made by  
**BOSAK LAND CO., LLC**, an Indiana limited liability company ("Mortgagor") in favor of  
**BMO HARRIS BANK N.A.**, a national banking association ("Bank").

**This Document is the property of  
the Lake County Recorder!**

**WHEREAS**, Mortgagor executed in favor of Bank that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing dated December 22, 2011, and recorded December 29, 2011, as Instrument No. 2011075500, in the Office of the Recorder of Lake County, Indiana (the "Mortgage"), which encumbers certain real estate described therein;

**WHEREAS**, Mortgagor has requested that the Bank amend the terms of certain loans to Mortgagor that are secured by the Mortgage; and

**WHEREAS**, Bank has agreed to amend the terms of certain loans secured by the Mortgage, provided that, among other conditions, this Modification is duly executed and recorded.

**NOW, THEREFORE**, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Mortgage is amended by deleting the first full paragraph on page two (2) of the Mortgage, and substituting therefor the following paragraph:

This Mortgage is given to secure all of the Mortgagor's Obligations to the Bank. The term "Obligations" as used in this Mortgage means all obligations of the Mortgagor in favor of the Bank of every type and description, whether direct or

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indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including but not limited to all obligations of the Mortgagor in favor of the Bank arising under an Inventory Finance and Security Agreement dated as of February 15, 2016, as amended on the date hereof (as the same may be hereafter amended, the "Inventory Finance Agreement") among the Bank and BOSAK MOTORS OF MERRILLVILLE, LLC, an Indiana limited liability company, BOSAK MOTORS OF MICHIGAN CITY, LLC, an Indiana limited liability company, BOSAK MOTORS OF HIGHLAND, INC., an Indiana corporation, BOSAK MOTORS OF BURNS HARBOR, LLC, an Indiana limited liability company, BOSAK IMPORTS, LLC, an Indiana limited liability company, BOSAK LINCOLN HIGHWAY REALTY, LLC, an Indiana limited liability company, BOSAK LAND CO., LLC, an Indiana limited liability company, and BOSAK MOTOR SALES, INC., an Indiana corporation (collectively referred to herein as "Borrowers" and singly as "Borrower"), which obligations include the following loans as further described in the Inventory Finance Agreement: (a) New Vehicle Loan in the maximum principal amount of \$45,000,000; (b) Term Loan I in the original principal amount of \$300,000.00; (c) the Letters of Credit; (d) Used Vehicle Loan in the maximum principal amount of \$9,000,000.00; (e) Acquisition Term Loan in the original principal amount of \$1,405,325.00; (f) Honda Term Loan in the original principal amount of \$275,000.00; (g) Lincoln Highway Term Loan in the current principal amount of \$1,237,720.47, which loan has a final maturity date of **December 31, 2021**; (h) Land Co. Term Loan in the current principal amount of \$1,199,362.91, which loan has a final maturity date of **December 31, 2021**; and (i) all future obligations of the Mortgagor to the Bank, however created, evidenced or acquired, whether direct or indirect, absolute or contingent, matured or unmatured, including future advances to the same extent as if such future advances were made on the date of the execution of this Mortgage (it being understood that the Bank is not under any obligation to make any future advances except as specifically set forth in the Inventory Finance Agreement); provided, however, that for purposes of Indiana Code § 32-29-1-10 any such future advances shall be secured by this Mortgage up to the maximum aggregate amount of \$22,440,000.00 outstanding at any time. All of the Obligations are secured as they now exist and as they may be increased or otherwise changed by any amendment to any instrument or agreement which now or hereafter evidences, secures or expresses terms applicable to any of the Obligations, including amendments to the Inventory Finance Agreement or any "Loan Document" as that term is defined in the Inventory Finance Agreement.

2. Except as herein modified, all terms, provisions, covenants, representations, warranties, and conditions of the Mortgage and all other instruments and documents described therein and/or executed by Mortgagor in connection with the obligations secured by the Mortgage, as herein modified, remain in full force and effect and unmodified.

IN WITNESS WHEREOF, Mortgagor has executed this Modification this 22 day of December, 2016.



By: \_\_\_\_\_

Gregory C. Bosak, General Manager



STATE OF INDIANA )  
 ) SS:  
COUNTY OF Lake )

Before me, a Notary Public in and for said County and State, personally appeared Gregory C. Bosak, the General Manager of **BOSAK LAND CO., LLC**, an Indiana limited liability company, who as such officer acknowledged the execution of the foregoing First Modification of Mortgage, Security Agreement, Assignment of Rents and Fixture Filing for and on behalf of said limited liability company.

WITNESS my hand and Notarial Seal this 22<sup>nd</sup> day of December, 2016.

**This Document is the property of  
the Lake County Recorder!**

Notary Public: Kathleen J. Willman

Printed Name: KATHLEEN J. WILLMAN

My Commission Expires:

July 6, 2023

My County of Residence:

Lake

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. James P. Moloy

Prepared by James P. Moloy, Attorney at Law, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204. (317) 684-5000

After recording, return to: James P. Moloy, Bose McKinney & Evans LLP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204

