

2017 002482

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 JAN 13 AM 9:03

MICHAEL B. BROWN
RECORDER

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<p>Mortgagor's Name and Address</p> <p>ZACHARIAS DEVELOPMENT LLC</p> <hr/> <p>541 OTIS BOWEN DR.</p> <hr/> <p>MUNSTER, IN. 46321</p> <hr/> <p>("Mortgagor" whether one or more)</p>	<p>PEOPLES BANK SB</p> <p>9204 COLUMBIA AVENUE</p> <p>MUNSTER, INDIANA 46321</p> <p>("Mortgagee")</p>	<p>Return to:</p> <p>PEOPLES BANK SB</p> <p>9204 COLUMBIA AVENUE</p> <p>MUNSTER, INDIANA 46321</p>
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Document is
MORTGAGE MODIFICATION AGREEMENT
NOT OFFICIAL!

Mortgagor, for valuable consideration given by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage dated DECEMBER 28, 2005, recorded MARCH 23, 2006, in the Office of the Recorder of LAKE County, INDIANA, as Document No. 2006-023874 (herein the "Mortgage"), is hereby amended as follows:

1. **Note Modification, Renewal, Replacement or Extension.** The promissory note referenced in paragraph 1 on page 1 of the Mortgage in the original principal amount of \$ 50,000.00 and dated DECEMBER 28, 2005, (herein the "Note") has been modified as follows:
 - 1.1. **Replacement.** The Note has been replaced by Mortgagor's promissory note dated _____ in the original principal amount of \$ _____ (the "Replacement Note"). Mortgagor agrees that the Mortgage shall secure the payment of the Replacement Note, and any renewal, extension, modification, refinancing or replacement thereof, and all interest, attorney fees, and costs of collection with respect thereto. The Replacement Note is given in substitution for and not in discharge of the indebtedness evidenced by the Note.
 - 1.2. **Extension.** The maturity date of the Note has been extended to DECEMBER 28, 2017, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as extended.
 - 1.3. **Renewal.** The line of credit commitment evidenced by the Note has been renewed for a _____ day month year period. The Note shall remain in full force and shall mature on _____, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as renewed.
 - 1.4. **Modification.** The Note has been modified as follows:

Mortgagor agrees that the Mortgage shall secure the payment of the Note as modified.

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2. **Additional Indebtedness Secured by Mortgage.** In addition to the obligations referred to in the Mortgage it shall also secure payment of that certain promissory note executed by _____ dated _____ in the original principal amount of \$ _____, which note matures on _____, together with all advances made from time to time thereunder, and any and all renewals, modifications, replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto.

3. **Additional Modification.** The Mortgage is further modified as follows:

3.1. **Modification to Existing Mortgage Provision.** Paragraph _____ of the Mortgage is amended to provide as follows:

3.2. **Addition of Additional Mortgage Provision.** The following provision is added to the Mortgage as paragraph _____:

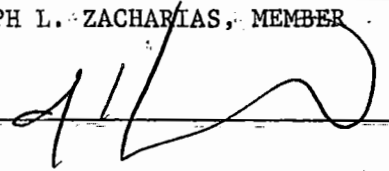
3.3. **Deletion of Mortgage Provision.** Paragraph _____ is hereby deleted from the Mortgage.

4. **Miscellaneous.** The Mortgagor further agrees as follows:
- A. All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Amendment Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.
 - B. This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Indiana.
 - C. This Mortgage Amendment Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

EXECUTED and delivered in Lake County, Indiana this 28TH day of DECEMBER, 2016.

ZACHARIAS DEVELOPMENT LLC

BY: _____
JOSEPH L. ZACHARIAS, MEMBER



[To be used when the Mortgagor(s) is a corporation or other business entity]

STATE OF INDIANA)
) SS:
 LAKE COUNTY)

ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State personally appeared JOSEPH L. ZACHARIAS,
the MEMBER of ZACHARIAS DEVELOPMENT LLC, and acknowledged the execution of the
above and foregoing Mortgage Modification Agreement for and on behalf of ZACHARIAS DEVELOPMENT LLC,
this 28TH day of DECEMBER, 2016



CHERYL CHICK
Notary Public, State of Indiana
Lake County
Commission # 672475
My Commission Expires
September 02, 2023

Document is
NOT OFFICIAL!

Cheryl Chick

Notary Public,

This Document is the property of
the Lake County Recorder

Residing in Wile County, Indiana
My Commission Expires: September 2, 2023

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: SANDRA J DUDA

This instrument was prepared by: SANDRA J DUDA, COMMERCIAL LOAN PROCESSOR

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