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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 008023

2017 FEB -6 AM 10:34

MICHAEL B. BROWN  
RECORDER

**RECORDATION REQUESTED BY:**

CENTIER BANK  
Business Banking Highland  
600 E 84th Avenue  
Merrillville, IN 46410

**WHEN RECORDED MAIL TO:**

CENTIER BANK  
600 EAST 84TH AVENUE  
MERRILLVILLE, IN 46410

**SEND TAX NOTICES TO:**

MILLER HOLDING COMPANY, LLC  
2828 HIGHWAY AVE  
HIGHLAND, IN 46322-1629

**MODIFICATION OF MORTGAGE**

**NOT OFFICIAL!**

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

THIS MODIFICATION OF MORTGAGE dated January 17, 2017, is made and executed between MILLER HOLDING COMPANY, LLC, whose address is 2828 HIGHWAY AVE, HIGHLAND, IN 46322-1629 (referred to below as "Grantor") and CENTIER BANK, whose address is 600 E 84th Avenue, Merrillville, IN 46410 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 18, 2002 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

The Security Instrument was recorded on February 5, 2002 in the record of Lake County, Indiana at 2293 North Main Street, Crown Point, Indiana as Document Number 2002-012594 in the original amount of \$1,900,000.00.

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

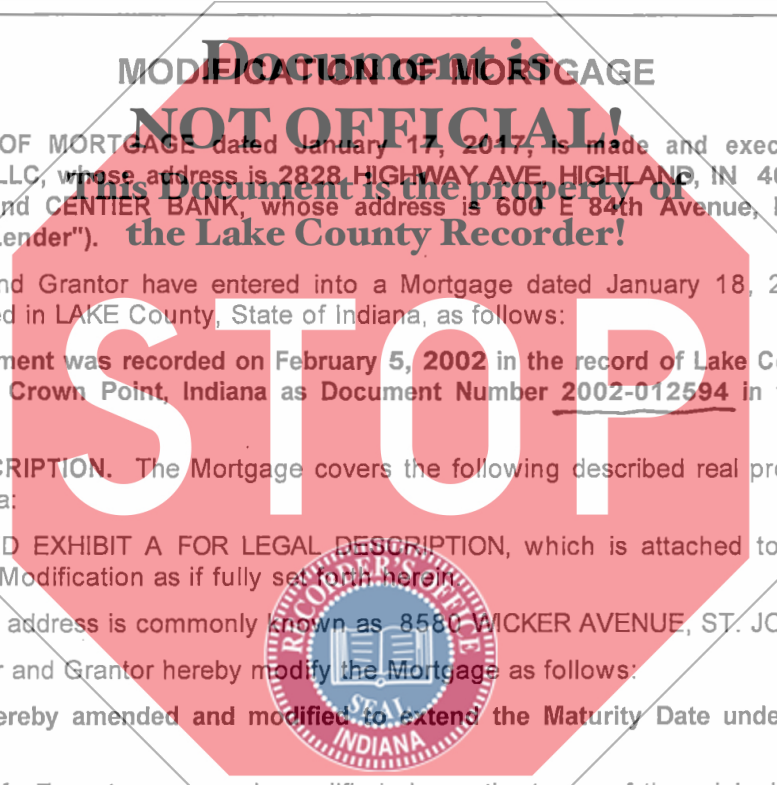
See SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 8580 WICKER AVENUE, ST. JOHN, IN 46373.

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

The Mortgage is hereby amended and modified to extend the Maturity Date under the Note to April 7, 2031.

**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 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 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.



MERIDIAN TITLE CORPORATION  
HAS MADE AN ACCOMODATION  
RECORDING OF THIS DOCUMENT

#23  
MT  
Ca

17-4025

1Ref

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 90106903-69260

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 17, 2017.

GRANTOR:

MILLER HOLDING COMPANY, LLC

By: *Lawrence E. Miller*  
LAWRENCE E. MILLER, Manager of MILLER HOLDING COMPANY, LLC

LENDER:

CENTIER BANK

x *Mary K. Panas*  
Mary K. Panas, Vice President



STATE OF INDIANA  
COUNTY OF LAKE



On this 17th day of JANUARY, 2017, before me, the undersigned Notary Public, personally appeared LAWRENCE E. MILLER, Manager of MILLER HOLDING COMPANY, 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 *Regina L. Salmon* Residing at GRIFITH, IN 46319  
Notary Public in and for the State of INDIANA My commission expires 7/22/2024

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 90106903-69260

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LENDER ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

On this 17th day of JANUARY, 20 17, before me, the undersigned Notary Public, personally appeared Mary K. Panas and known to me to be the **Vice President**, authorized agent for **CENTIER BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **CENTIER BANK**, duly authorized by **CENTIER 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 **CENTIER BANK**.

By Regina Salmon  
Notary Public in and for the State of INDIANA

Residing at GRIFFITH IN 46319  
My commission expires 7/22/2024

**Official Seal**  
Regina L. Salmon  
Notary Public, State of Indiana  
Resident of Lake County, IN  
My commission expires July 22, 2024

**Document is NOT OFFICIAL!**

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

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 (MARY K. PANAS, VICE PRESIDENT).

This Modification of Mortgage was prepared by: MARY K. PANAS, VICE PRESIDENT

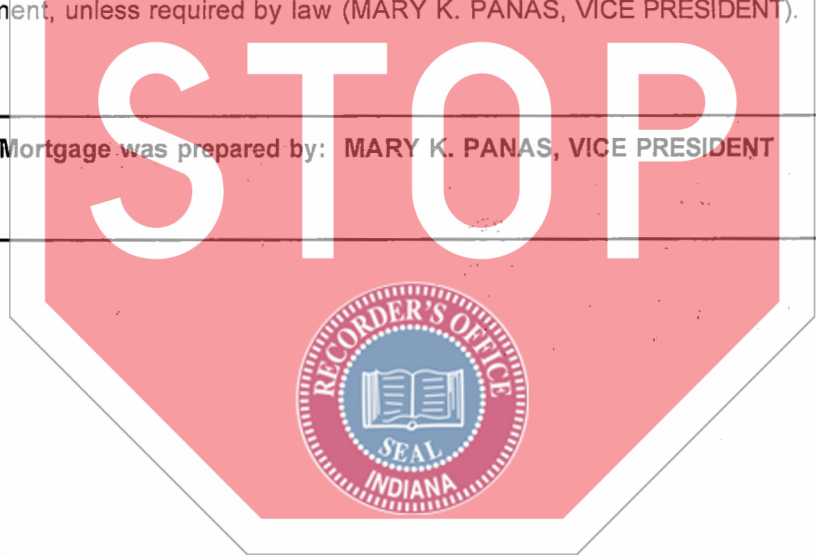




EXHIBIT "A"

Parcel 1

Lot 2, Ventura Estates Unit No. 1, as shown in Plat Book 56 page 32 in the Office of the Recorder of Lake County, Indiana.

Excepting therefrom a parcel of land To-Wit:

A part Lot 2 in Ventura Estates, Unit No. 1, an addition to the Town of St. John, Indiana, the plat of which is recorded in Plat Book 56, Page 32, in the Office of the Recorder of Lake County, Indiana, and intending to be all that part of the land lying within the proposed right of way depicted on the attached right of way parcel plat of Parcel 14 of the Indiana Department of Transportation Project STP-019-4(013), described as follows: Beginning at a point designated as Point 1031 on said right of way parcel plat, which point is the Southeast corner of said Lot 2; thence South 89 degrees 27 minutes 46 seconds West 14.571 meters (47.81 feet) along the South line of said lot to a point designated as Point 2018 on said right of way parcel plat; thence North 2 degrees 38 minutes 37 seconds West 81.872 meters (268.61 feet) to a point designated as Point 2017 on said right of way parcel plat; thence North 2 degrees 22 minutes 24 seconds East 66.216 meters (217.24 feet) to a point designated as Point 2019 on said right of way Parcel plat, which point is on the North line of said lot; thence South 89 degrees 51 minutes 19 seconds East 11.589 meters (37.86 feet) along said North line to a point designated as Point 1033 on said right of way parcel plat, which point is the Northeast corner of said lot, thence South 1 degree 31 minutes 33 seconds East 147.834 meters (485.02 feet) along the East line of said lot to the point of beginning and containing 2,167.4 square meters (23,330 square feet), more or less.

Together with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S.R. 41 and as Project STP-019-4(013), to and from the owner's remaining lands where they abut the above-described real estate.

Parcel 2

Part of the Northeast Quarter of the Northeast Quarter of Section 29, Township 35 North, Range 9 West of the 2nd P.M., described as beginning on the East line of the said Northeast Quarter of the Northeast Quarter at a point 605 feet North of the South line thereof and running thence West 290 feet; thence North 110 feet; thence East 290 feet to said East line; thence South 110 feet to the place of beginning, in Lake County, Indiana.

Excepting therefrom a parcel of land to-wit:

A part of the Northeast Quarter of the Northeast Quarter of Section 29, Township 35 North, Range 9 West, Lake County, Indiana, and intending to be all that part of the land described in Deed Record 1182, page 261, dated August 29, 1961, and recorded August 31, 1961, in the Office of the Recorder of Lake County, Indiana, lying within the proposed right of way depicted on the attached right of way parcel plat of Parcel 10 of the

CONTINUED

EXHIBIT "A" CONTINUED

Indiana Department of Transportation Project STP-019-4(013), described as follows: Beginning at a point on the east line of said section (designated as Point 1058 on said plat) North 1 degree 34 minutes 33 seconds West 184.404 meters (605.00 feet) from the southeast corner of said quarter-quarter section (designated as point 1000 on said plat), which point of beginning is the southeast corner of the owner's land; thence South 89 degrees 27 minutes 46 seconds West 29.188 meters (95.76 feet) along the south line of the owner's land to a point designated as Point 2016 on said plat; thence North 2 degrees 38 minutes 37 seconds West 33.545 meters (110.06 feet) to a point designated as Point 2018 on said plat, which point is on the north line of the owner's land; thence North 89 degrees 27 minutes 46 seconds East 29.813 meters (97.81 feet) along said line to a point on the east line of said section (designated as Point 1062 on said plat), which point is the Northeast corner of the owner's land; thence South 1 degree 34 minutes 33 seconds East 33.528 meters (110.00 feet) along said east line to the point of beginning and containing 0.0989 hectares (0.244 acres), more or less.

Together with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as U.S.R. 41 and as Project STP-019-4(013), to and from the owner's abutting lands, along South 8.383 meters (27.50 feet) of the 33.545 meter (110.06 foot) course described above. Also, along the North 9.124 meters (29.93 feet) of the 33.545 meter (110.06 foot) course described above.

