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Mortgagors' Names and Addresses	Mortgagee's Name and Address	After Recording Return to:
<p>James L. Wieser 7348 Winchester Lane Scherverville, IN 46375</p> <p>And</p> <p>JJW 202, LLC 429 W. Lincoln Hwy Scherverville, IN 46375</p> <p>("Mortgagor" whether one or more)</p>	<p>PEOPLES BANK SB 9204 Columbia Avenue Munster, Indiana 46321</p> <p>("Mortgagee")</p>	<p>PEOPLES BANK SB 9204 Columbia Avenue Munster, Indiana 46321</p> 

**Document is NOT OFFICIAL!**  
SEVENTH MORTGAGE MODIFICATION AGREEMENT

Reference is made to (i) that certain Commercial Promissory Note, dated October 25, 2007, executed by James L. Wieser ("Wieser") and payable to the order of Lender in the original principal amount of \$547,000.00 (the "Original Note"), as such Original Note has been amended, modified, renewed and replaced by that certain Commercial Promissory Note, dated October 25, 2009, executed by Wieser and payable to the order of Lender in the original principal amount of \$337,500.00, and by that certain Second Note Modification Agreement dated October 25, 2011 ("Second Note Modification"), executed by Wieser and JJW 202, LLC ("JJW") as co-borrowers and payable to the order of the Lender in the principal amount of \$314,943.97, and by that certain Third Note Modification Agreement dated December 25, 2012 ("Third Note Modification"), executed by Wieser and JJW as co-borrowers and payable to the order of the Lender in the principal amount of \$292,843.97, and by that certain Fourth Note Modification Agreement dated December 25, 2013 ("Fourth Note Modification") executed by Wieser and JJW as co-borrowers and payable to the order of the Lender in the principal amount of \$274,143.97, and by that certain Fifth Note Modification Agreement dated December 25, 2014 ("Fifth Note Modification") executed by Wieser and JJW as co-borrowers and payable to the order of the Lender in the principal amount of \$258,433.97, and most recently by that certain Sixth Note Modification Agreement dated December 25, 2015 ("Sixth Note Modification") executed by Wieser and JJW as co-borrowers and payable to the order of the Lender in the principal amount of \$236,403.80, (the Original Note as so amended, modified, renewed and replaced is hereinafter referred to as the "Wieser Note"); and (ii) that certain Business Loan Agreement, dated October 25, 2007, between Wieser and Lender (the "Original Loan Agreement"), as amended and modified by that certain Business Loan Agreement, dated October 25, 2009 executed by Wieser and Lender, and by that certain Second Loan Agreement Modification Agreement dated October 25, 2011 executed by Wieser and JJW as co-borrowers and Lender, and by that certain Third Loan Agreement Modification Agreement, dated December 25, 2012 executed by Wieser and JJW as co-borrowers and Lender, and by that certain Fourth Loan Agreement Modification Agreement, dated December 25, 2013 executed by Wieser and JJW as co-borrowers and Lender, and by that certain Fifth Loan Agreement Modification Agreement dated December 25, 2014 executed by Wieser and JJW as co-borrowers and Lender, and most recently by that certain Sixth Loan Agreement Modification Agreement dated December 25, 2015 executed by Wieser and JJW as co-borrowers and Lender, (the Original Loan Agreement as so amended and modified is hereinafter referred to as the "Wieser Loan Agreement").

The obligations of Wieser and JJW under the Wieser Note and the Wieser Loan Agreement are secured by that certain Real Estate Mortgage, Security Agreement, Collateral Assignment of Rents and Leases, and Fixture Filing, dated October 25, 2007, executed by Wieser, as Mortgagor, and delivered to Lender, as

2017-10-15-385  
 STATE OF INDIANA  
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Mortgagee, and recorded on October 31, 2007 as Document No. 2007 086266 in the Office of the Recorder of Lake County, Indiana (the "Mortgage") and modified by First Mortgage Modification Agreement dated December 28, 2010 (the "First Mortgage Modification") and a Second Mortgage Modification Agreement dated November 30, 2011, executed by Wieser and JJW, as Mortgagor (the "Second Mortgage Modification") and a Third Mortgage Modification Agreement dated December 25, 2012, executed by Wieser and JJW, as Mortgagor (the "Third Mortgage Modification") and a Fourth Mortgage Modification Agreement dated December 25, 2013, executed by Wieser and JJW as Mortgagor (the "Fourth Mortgage Modification Agreement") and a Fifth Mortgage Modification Agreement dated December 25, 2014, executed by Wieser and JJW as Mortgagor (the "Fifth Mortgage Modification") and a Sixth Mortgage Modification Agreement dated December 25, 2015, executed by Wieser and JJW as Mortgagor (the "Sixth Mortgage Modification"); collectively, the Mortgage as so amended and modified is herein referred to as the "Wieser Mortgage Documents".

Wieser and JJW have requested, and Lender has agreed, that the Wieser Note, the Wieser Loan Agreement, and the Wieser Mortgage Documents be amended and modified to, among other things, extend the maturity of the Wieser Note as amended under the Seventh Note Modification and Seventh Mortgage Modification for an additional 12 months.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the agreements and undertakings provided herein, the parties now agree that the Mortgage is hereby amended as follows:



1. **Modification of Indebtedness Secured.** Paragraph 1.1 of Section 1 of the Mortgage is here by amended and modified in its entirety to read as follows:

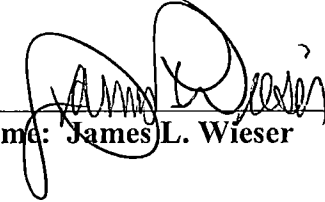
"1.1 ~~X~~ Payment of a term loan note executed by Mortgagors in favor of Mortgagee and dated the 25<sup>th</sup> day of October, 2007 (the "Original Note"), as amended and renewed by a term loan note, dated October 25, 2009, as amended and renewed as of October 25, 2010, as amended and renewed as of October 25, 2011, as amended and renewed as of December 25, 2012, as amended and renewed as of December 25, 2013, as amended and renewed as of December 25, 2014, as amended and renewed December 25, 2015, as amended and renewed as of December 25, 2016 (as amended, the "Renewal Note"), in the principal amount of \$212,811.73, with interest thereon as provided in the Renewal Note, and with any unpaid balance of principal and interest being due and payable on or before December 25, 2017, as such Renewal Note may be further amended, modified, renewed, refinanced, or replaced from time to time after the date hereof. The Renewal Note was given in substitution for and not in discharge of the indebtedness evidenced by the Original Note."

2. **Miscellaneous.** The Mortgagors further agree as follows:


- 2.01. Capitalized terms not otherwise defined in this Seventh Mortgage Modification Agreement shall have the same meaning ascribed to such terms in the Mortgage. All terms and conditions of the Mortgage shall remain in full force and effect to the extent not expressly inconsistent herewith.
- 2.02. This Seventh Mortgage Modification Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Indiana.
- 2.03. This Seventh Mortgage Modification Agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Mortgagors.

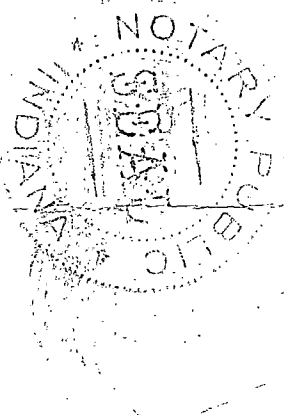
EXECUTED and delivered in Lake County, Indiana effective on the 25<sup>th</sup> day of December 2016.

**MORTGAGORS:**

  
Name: James L. Wieser

JJW 202, LLC,  
An Indiana Limited Liability Company

By:   
Name: James L. Wieser  
Title: Manager and Member

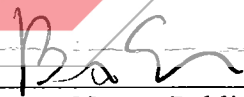


STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF LAKE )

ACKNOWLEDGMENT

Before me, a Notary Public in and for the above County and State, personally appeared James L. Wieser, individually and as Manager and Member of JJW 202, LLC, and acknowledged the execution of the foregoing First Mortgage Modification Agreement.

WITNESS my hand and Notarial seal this 26 day of January, 2017.

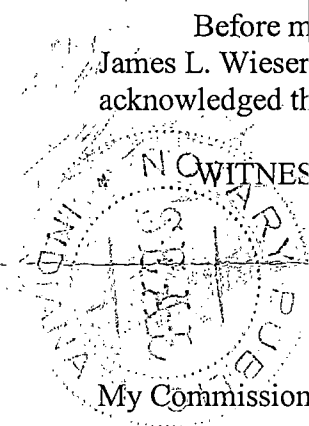
  
Notary Public

A resident of Porter County, Indiana

Brian E. Rusin  
Printed Name of Notary Public

My Commission Expires:

4-9-24



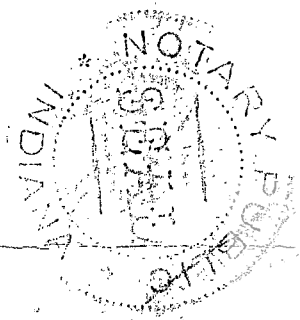
CONSENT OF MORTGAGEE

Peoples Bank SB, as Mortgagee under the above-referenced Mortgage, hereby consents to the modification thereto as set forth in the foregoing Fifth Mortgage Modification Agreement.

EXECUTED and delivered in Lake County, Indiana, effective this 25th day of December, 2016.

MORTGAGEE:

PEOPLES BANK SB



*Brian E. Rusin*

By: *Brian E. Rusin*  
Name: Brian E. Rusin  
Title: Vice President

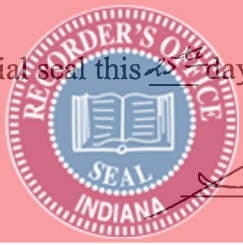
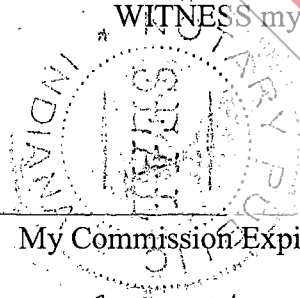
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STATE OF INDIANA ) This Document is the property of  
COUNTY OF LAKE ) the Lake County Recorder!

ACKNOWLEDGMENT

Before me, a Notary Public in and for the above County and State, personally appeared Brian E. Rusin, Vice President of Peoples Bank SB, and acknowledged the execution of the foregoing Consent to First Mortgage Modification Agreement for and on behalf of Peoples Bank SB.

WITNESS my hand and Notarial seal this 25th day of January, 2017.



*Sandra J. Duda*  
Notary Public

My Commission Expires:

2-20-21

A resident of LAKE County, Indiana

SANDRA J. DUDA  
Printed Name of Notary Public

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. Brian Rusin

This instrument was prepared by:  
Brian E. Rusin, VP  
Peoples Bank SB  
9204 Columbia Avenue  
Munster, IN 46321