

2017 058497

2017 AUG 29 PM 3: 22

MICHAEL B. BROWN
RECORDER

**FIFTH AMENDMENT TO MORTGAGE
AND ASSIGNMENT OF LEASES AND RENTS**

This Fifth Amendment to Mortgage and Assignment of Leases and Rents (this "Amendment") is dated as of August 10, 2017, and is made by and among:

Borrower: Hobart 30 LLC, an Illinois limited liability company
Guarantor: Michael H. Rose
Lender: Centier Bank

The Mortgage (herein defined) and Assignment of Leases and Rents (herein defined) modified by this Amendment are Security Agreements and Financing Statements under Article 9 of the Uniform Commercial Code, with Borrower as Debtor and Lender as Secured Party.

RECITALS

A. Borrower obtained a loan from Lender in the amount of Two Hundred Fifty Five Thousand Dollars (\$255,000.00) dated April 21, 2008, renewed in that certain Renewal Promissory Note dated April 21, 2010 in the original principal amount of Two Hundred Fifty Three Thousand Nine Hundred Fifty Five and 29/100 Dollars (\$253,955.29); renewed in that certain Renewal Promissory Note dated May 10, 2011, in the original principal amount of Two Hundred Forty One Thousand Two Hundred Five and 29/100 Dollars (\$241,205.29); renewed in that certain Promissory Note dated April 21, 2012, in the original principal amount of Two Hundred Forty One Thousand Two Hundred Five and 29/100 Dollars (\$241,205.29); and renewed in that certain Renewal Promissory Note dated August 29, 2012 in the original principal amount of Two Hundred Seventeen Thousand Eighty Four and 76/100 Dollars (\$217,084.76) (hereinafter, collectively "Loan").

B. Borrower's and Guarantor's obligations under the Loan are secured in part by:

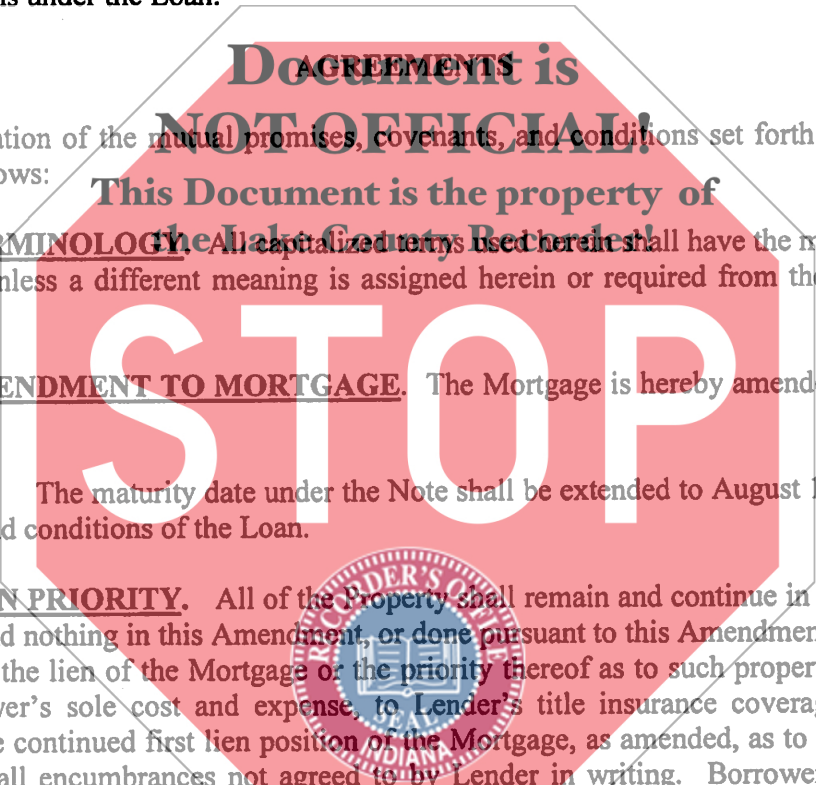
(a) that certain Mortgage dated April 21, 2008 from Hobart 30 LLC, an Illinois limited liability company, to Lender recorded with the Lake County, Indiana Recorder's Office on April 23, 2008 as Document No. 2008 029046 as amended by the First Amendment to Mortgage and Assignment of Leases and Rents dated August 28, 2013 recorded on April 11, 2014 as Document No. 2014 020664, Second Amendment to Mortgage and Assignment of Leases and Rents dated December 11, 2014 and recorded on January 6, 2015 as Document No. 2015 000576, Third Amendment to Mortgage and Assignment of Leases and Rents dated

25-
ck-5551
D

November 18, 2015 and recorded on December 2, 2015 as Document No. 2015 080449, and Fourth Amendment to Mortgage and Assignment of Leases and Rents dated May 10, 2017 and recorded on May 23, 2017 as Document No. 2017 031667 ("Mortgage"), which Mortgage encumbers the real property and all improvements thereon ("Property"); and

(b) that certain Assignment of Leases and Rents from Hobart 30 LLC, an Illinois limited liability company, to Lender recorded with the Lake County, Indiana Recorder's Office on April 23, 2008 as Document No. 2008 029047, as amended ("Assignment of Rents");

C. The parties desire to amend the Mortgage, and Mortgagor is entering into this Amendment pursuant to the terms of a modification of Loan Documents to modify the Mortgage and secure all obligations under the Loan.



In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. **TERMINOLOGY.** All capitalized terms used herein shall have the meaning given them in the Mortgage, unless a different meaning is assigned herein or required from the context in which such term is used.

2. **AMENDMENT TO MORTGAGE.** The Mortgage is hereby amended and modified as follows:

A. The maturity date under the Note shall be extended to August 10, 2019, subject to the terms and conditions of the Loan.

3. **LIEN PRIORITY.** All of the Property shall remain and continue in all respects subject to the Mortgage, and nothing in this Amendment, or done pursuant to this Amendment, shall affect or be construed to affect the lien of the Mortgage or the priority thereof as to such property. Borrower shall provide, at Borrower's sole cost and expense, to Lender's title insurance coverage as Lender may request insuring the continued first position of the Mortgage, as amended, as to all of the Property, with priority over all encumbrances not agreed to by Lender in writing. Borrower shall obtain such priority agreements, lien waivers, or other instruments from any and all parties who have performed work on or supplied materials to the Property or lenders, and shall execute such indemnity agreements as may be required by the title company in connection with the issuance of such endorsements or policy. The grants, conveyances, mortgages, representations, and warranties as set forth in the mortgage are reaffirmed in this Amendment to Mortgage as of this date.

4. **BINDING EFFECT.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successor and assigns.

5. **COUNTERPARTS.** The parties may execute this Amendment in any number of counterparts and/or duplicate originals (for recording, where necessary, in different counties), each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

EXHIBIT A

LEGAL DESCRIPTION

Part of the Southeast Quarter of Section 19, Township 35 North, Range 7 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Beginning at a point on the East line of said Section 19, said point being the Southeast corner of Lot 1, Travis Acres, as per plat thereof, recorded in Plat Book 85, page 56, in the Office of the Recorder of Lake County, Indiana; thence North 89 degrees 19 minutes 17 seconds West, parallel to the South right-of-way line of U.S. Highway No. 30, 850 feet; thence North 00 degrees 00 minutes 00 seconds East, parallel to the East line of said Section 19, 375.00 feet; thence North 89 degrees 19 minutes 17 seconds West 616.40 feet to the East line of the West 15 acres of the East 1/2 of the West 1/2 of said Southeast Quarter lying North of the center line of 83rd Avenue; thence South 00 degrees 01 minutes 16 seconds West, along the East line of said West 15 acres, 751.52 feet to the center line of 83rd Avenue; thence North 89 degrees 46 minutes 23 seconds East, along said center line, 143.18 feet to the West line of the East 1/2 of said Southeast Quarter; thence North 00 degrees 01 minutes 15 seconds East, along said West line, 21.63 feet to the South line of the Northeast Quarter of said Southeast Quarter; thence South 89 degrees 17 minutes 26 seconds East, along said South line, 1,323.49 feet to the East line of said Section 19; thence North 00 degrees 00 minutes 00 seconds East, along said East line, 353.28 feet to the point of beginning.

This Document is the property of
the Lake County Recorder!

PIN: 45-13-19-400-008.000-046
Commonly known as 6106 East 83rd Avenue, Merrillville, IN

