

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 AUG 30 AM 9:29

MICHAEL B. BROWN  
RECORDER

2017 058723

**RECORDATION REQUESTED BY:**

HORIZON BANK  
MERRILLVILLE (361)  
Branch Location: 8590 Broadway,  
Merrillville, IN 46410  
Corporate Location: 515 Franklin St.  
Michigan City, IN 46360

**WHEN RECORDED MAIL TO:**

HORIZON BANK  
502 Franklin Square  
Michigan City, IN 46360

**SEND TAX NOTICES TO:**

NWI Medical Realty, LLC  
9201 Calumet Avenue  
Munster, IN 46321

Document is  
MODIFICATION OF MORTGAGE  
NOT OFFICIAL!

THIS MODIFICATION OF MORTGAGE dated August 16, 2017 is made and executed between NWI Medical Realty, LLC, whose address is 9201 Calumet Avenue, Munster, IN 46321 (referred to below as "Grantor") and HORIZON BANK, whose address is Branch Location: 8590 Broadway, Merrillville, IN 46410, Corporate Location: 515 Franklin St., Michigan City, IN 46360 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated January 30, 2017 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on February 7, 2017 in the office of the Recorder of Lake County, IN as Document #2017-008289.

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

PART OF THE SOUTH 3258.46 FEET OF THAT PART OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING NORTH OF THE SOUTH 80 ACRES OF SAID SECTION 36, AND LYING EAST OF THE EASTERLY RIGHT OF WAY LINE OF COLUMBIA AVENUE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 3, HARRIS ADDITION TO THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA AS SHOWN IN PLAT BOOK 97, PAGE 94 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; THENCE ALONG THE WEST RIGHT OF WAY LINE OF CALUMET AVENUE (100 FEET WIDE) ON AN AZIMUTH 181 DEGREES 51 MINUTES 17 SECONDS, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WEST RIGHT OF WAY LINE OF SAID CALUMET AVENUE, ON AN AZIMUTH 181 DEGREES 51 MINUTES 17 SECONDS, A DISTANCE OF 424.34 FEET; THENCE ON AN AZIMUTH 271 DEGREES 51 MINUTES 17 SECONDS, A DISTANCE OF 205.31 FEET; THENCE ON AN AZIMUTH 1 DEGREES 51 MINUTES 17 SECONDS, A DISTANCE OF 424.34 FEET TO THE SOUTH RIGHT OF WAY LINE OF HAROLD P. HAGBURG DRIVE (60 FEET WIDE); THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF SAID HAROLD P. HAGBURG DRIVE ON AN AZIMUTH 91 DEGREES 51 MINUTES 17 SECONDS, A DISTANCE OF 205.31 FEET TO THE POINT OF BEGINNING, ALL IN THE TOWN OF MUNSTER, LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 10120 Calumet Ave., Munster, IN 46321. The Real Property tax identification number is 45-06-36-426-006.000-027.

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

The Note as defined in the original Mortgage as Promissory Note numbered 9970317 dated January 30, 2017 in the original amount of \$4,972,500.00, maturing on February 5, 2018 is being increased as

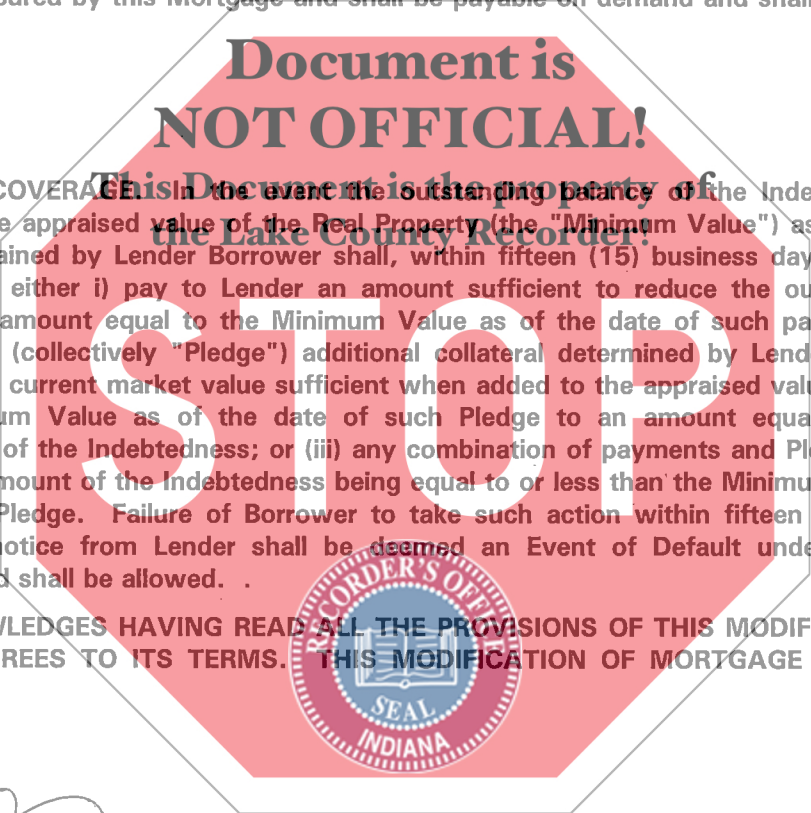
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Community Title Company  
111347

**MODIFICATION OF MORTGAGE  
(Continued)**

evidenced by a Change in Terms dated August 16, 2017 in the amount of \$5,547,500.00 (increased by \$575,000.00) maturing on February 5, 2018.

**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 endorser 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.

**ADDITIONAL APPRAISAL AND MINIMUM VALUE COVERAGE. ADDITIONAL APPRAISAL.** Borrower agrees to pay the cost of any additional or supplemental appraisal of the Real Property as Lender from time to time, in its sole reasonable discretion, deems necessary or prudent to comply with the requirements or recommendations of the Office of the Comptroller of the Currency or any other federal or state regulatory agency having supervisory authority with respect to the Lender, the Loan or the Real Property. Such expenses shall be part of the Indebtedness secured by this Mortgage and shall be payable on demand and shall bear interest at the Note rate until paid.



**MINIMUM VALUE COVERAGE.** In the event the outstanding balance of the Indebtedness exceeds eighty percent (80%) of the appraised value of the Real Property (the "Minimum Value") as determined by the most recent appraisal obtained by Lender Borrower shall, within fifteen (15) business days after receipt of written notice from Lender, either i) pay to Lender an amount sufficient to reduce the outstanding balance of the Indebtedness to an amount equal to the Minimum Value as of the date of such payment; or (ii) grant to or deposit with Lender (collectively "Pledge") additional collateral determined by Lender, in its sole reasonable discretion, to have a current market value sufficient when added to the appraised value of the Real Property to increase the Minimum Value as of the date of such Pledge to an amount equal to or greater than the outstanding amount of the Indebtedness; or (iii) any combination of payments and Pledges which would result in the outstanding amount of the Indebtedness being equal to or less than the Minimum Value as of the date of such payment and Pledge. Failure of Borrower to take such action within fifteen (15) business days after receipt of written notice from Lender shall be deemed an Event of Default under this Mortgage and no additional cure period shall be allowed.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 16, 2017.**


**GRANTOR:**

NWI MEDICAL REALTY, LLC

By:   
Steven Mischel, Manager of NWI Medical Realty, LLC

**LENDER:**

HORIZON BANK

X   
Authorized Signer

**MODIFICATION OF MORTGAGE  
(Continued)**

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**Document is  
NOT OFFICIAL!**

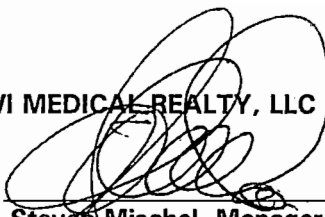
**This Document is the property of  
the Lake County Recorder!**

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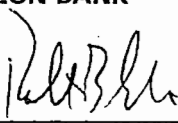
**GRANTOR:**

NWI MEDICAL REALTY, LLC

By:   
Steven Mischel, Manager of NWI Medical Realty, LLC

**LENDER:**

HORIZON BANK

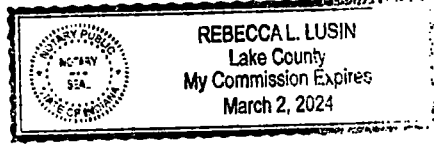
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Authorized Signer



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IN  
COUNTY OF Laure

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On this 16<sup>th</sup> day of August, 20 17, before me, the undersigned Notary Public, personally appeared **Steven Mischel, Manager of NWI Medical Realty, 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.

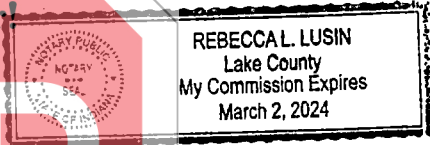
By Rebecca Lusin  
Notary Public in and for the State of IN

Residing at Laure County, IN  
My commission expires 3-2-24



STATE OF IN  
COUNTY OF Laure

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On this 16<sup>th</sup> day of August, 20 17, before me, the undersigned Notary Public, personally appeared Robert Gardner and known to me to be the \_\_\_\_\_, authorized agent for **HORIZON BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **HORIZON BANK**, duly authorized by **HORIZON 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 **HORIZON BANK**.

By Rebecca Lusin  
Notary Public in and for the State of IN

Residing at Laure County, IN  
My commission expires 3-2-24

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 (Lisa Jones, Commercial Loan Processor).

This Modification of Mortgage was prepared by: Lisa Jones, Commercial Loan Processor

**RECORDING PAGE**

