

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 066466

2017 OCT -2 AM 8:43

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

Peoples Bank SB
Munster/Loan Center
9204 Columbia Ave
Munster, IN 46321

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MODIFICATION OF MORTGAGE

STOP

THIS MODIFICATION OF MORTGAGE dated June 13, 2017, is made and executed between Lake Central Plaza, L.L.C. as to Parcels 1 & 2 Porte De L'eau Plaza, LLC as to Parcels 3, 4, 5 and 6 (referred to below as "Grantor") and Peoples Bank SB, whose address is 9204 Columbia Ave, Munster, IN 46321 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 26, 2015 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded September 4, 2015 as Document No. 2015 060133 in Plat Book 89 page 37, and also an Assignment of Rents recorded September 4, 2015 as Document No. 2015 060134 in the Office of the Recorder of Lake County, Indiana. The Mortgage and Assignment covers the following described real property located in Lake County, State of Indiana: See Exhibit "A".

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

See See Exhibit "A", 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 8205-8225 Wicker Ave St. John, IN 46373, 2000-2166 45th Ave, Highland, IN 46322. The Real Property tax identification number is 45-11-21-301-003.000-035 (Parcel 1), 45-11-21-303-001.000-035 (Parcel 2), 45-07-32-204-001.000-026 (Parcel 3), 45-07-32-201-001.000-026 (Parcel 4 Lot 3), 45-07-32-201-002.000-026 (Parcel 5)

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**MODIFICATION OF MORTGAGE
(Continued)**

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45-07-32-204-002.000-026 (Parcel 6 Lot 1).

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


The Promissory Note referenced in the mortgage in the original principal amount of \$6,000,000.00 and dated August 26, 2015 has been modified as follows: The Principal amount of the Note is hereby increased to \$7,000,000.00. .

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.


GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 13, 2017.

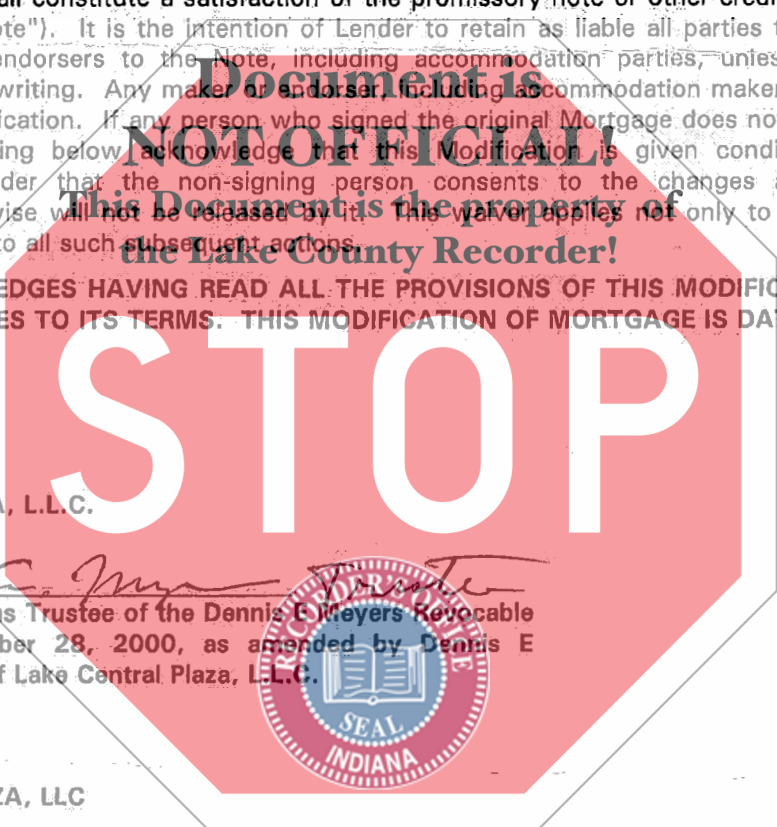
GRANTOR:

LAKE CENTRAL PLAZA, L.L.C.

By: 
Dennis E Meyers, as Trustee of the Dennis E Meyers Revocable Trust dd: September 28, 2000, as amended by Dennis E Meyers, Member of Lake Central Plaza, L.L.C.

PORTE DE L'EAU PLAZA, LLC

By: 
Dennis E Meyers, as Trustee of the Dennis E Meyers Revocable Trust dd: September 28, 2000, as amended by Dennis E Meyers, Member of Porte De L'eau Plaza, LLC



MODIFICATION OF MORTGAGE
(Continued)

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LENDER:

PEOPLES BANK SB

x Daniel W Moser

Daniel W Moser, Senior Vice President, Loan Portfolio Manager

Document is
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT
NOT OFFICIAL!

STATE OF IN

This Document is the property of
the Lake County Recorder!

COUNTY OF Lake

On this 13 day of June, 2017, before me, the undersigned Notary Public, personally appeared Dennis E Meyers, as Trustee of the Dennis E Meyers Revocable Trust dd: September 28, 2000, as amended by Dennis E Meyers, Member of Lake Central Plaza, L.L.C., 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 Melissa Spott

Residing at 7543 Chase St. Merrillville 46470

Notary Public in and for the State of IN

My commission expires



MELISSA SPOTT
NOTARY PUBLIC
SEAL
Lake County, State of Indiana
My Commission Expires Sept. 13, 2018

MODIFICATION OF MORTGAGE
(Continued)

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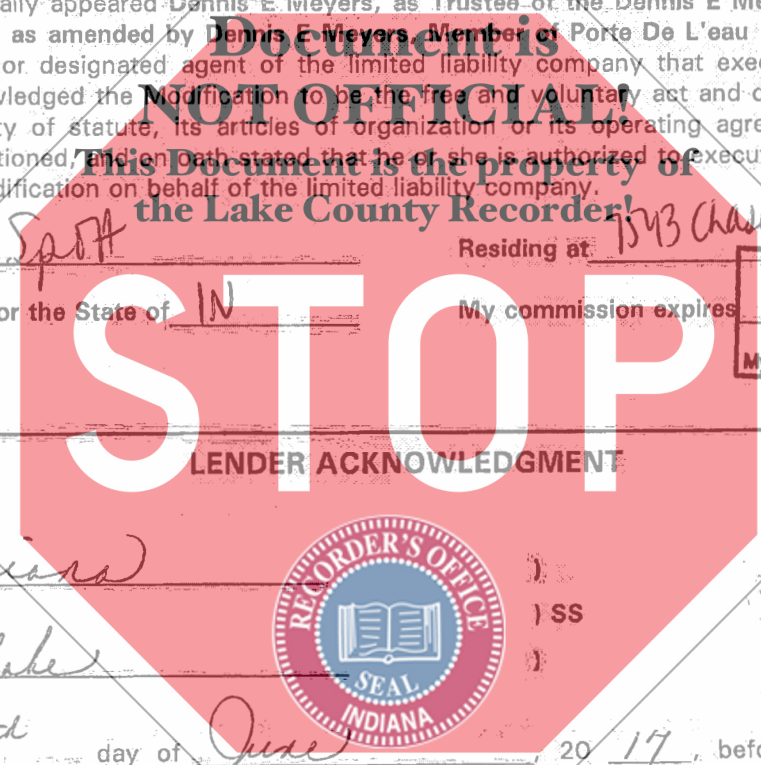
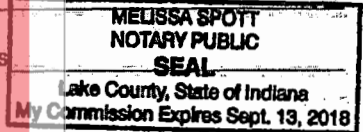
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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IN)
) SS
COUNTY OF Lake)

On this 13 day of June, 2017, before me, the undersigned Notary Public, personally appeared Dennis E. Meyers, as Trustee of the Dennis E Meyers Revocable Trust dd: September 28, 2000, as amended by Dennis E. Meyers, Member of Porte De L'eau Plaza, 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 Melissa Spott Residing at 1543 Chase St. Merrillville 46470
Notary Public in and for the State of IN My commission expires _____



LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)



On this 13rd day of June, 2017, before me, the undersigned Notary Public, personally appeared Daniel W Moser and known to me to be the Senior Vice President, Loan Portfolio Manager, authorized agent for Peoples Bank SB that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Peoples Bank SB, duly authorized by Peoples Bank SB 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 Peoples Bank SB.

By Patricia Hoffmann Residing at Porter County
Notary Public in and for the State of Indiana My commission expires 6/2/2025

**MODIFICATION OF MORTGAGE
(Continued)**

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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 (Patricia Hoffman, Commercial Loan Processor).

This Modification of Mortgage was prepared by: Patricia Hoffman, Commercial Loan Processor



EXHIBIT "A"

Parcel 1: Lot A in Meyers Addition, a Planned Unit Development, in the Town of St. John, as per plat thereof, recorded in Plat Book 86 page 93, and as amended by plat recorded in Plat Book 89 page 37, in the Office of the Recorder of Lake County, Indiana.

Parcel 2: Lot B in Meyers Addition, a Planned Unit Development, in the Town of St. John, as per plat thereof, recorded in Plat Book 86 page 93, and as amended by plat recorded in Plat Book 89 page 37, in the Office of the Recorder of Lake County, Indiana.

Parcel 3: Lot 1, except the South 50 feet thereof, Mark's Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 57 page 49, in the Office of the Recorder of Lake County, Indiana.

Parcel 4: Lot 3, Mark's Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 57 page 49, in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM that part conveyed to the Town of Highland, of Lake County, Indiana, in Deed of Dedication #2002 054427, described as follows: Part of Lot 3, Mark's Addition to the Town of Highland as recorded in Plat Book 57 page 49 in the Office of the Recorder of Lake County, Indiana, more particularly described as Beginning at the Northwest corner of said Lot 3; thence South 89° 13' E, along the North line of said Lot 3 a distance of 35.00 feet; thence S 00° 22' W, parallel to the West line of said Lot 3, a distance of 155.00 feet; thence South 67° 31' 16" W, a distance of 37.98 feet; thence N 00° 22' E, along the West line of said Lot 3, a distance of 170.00 feet to the point of beginning.

Parcel 5: Lot 2 in Mark's Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 57 page 49, in the Office of the Recorder of Lake County, Indiana.

Parcel 6: Lot 1 in Sheri's Addition to the Town of Highland, as per plat thereof, recorded in Plat Book 60 page 7, in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM that part conveyed to the Town of Highland, Indiana, in Warranty Deed # 2002 075828, described as follows: A part of Lot 1 in Sheri's Addition, an addition to the town of Highland, Indiana, the plat of which is recorded in Plat Book 60, page 7, in the Office of the Recorder of Lake County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the attached Right of Way Parcel Plat marked as Exhibit "B", described as follows: Beginning at the Northeast corner of said lot; thence S 0 degrees 37 minutes 58 seconds East 73.72 feet (22.469 meters) along the East line of said lot to point "53" designated on said parcel plat; thence South 89 degrees 47 minutes 02 seconds West 11.65 feet (3.551 meters) to point "52" designated on said parcel plat; thence North 58 degrees 26 minutes 07 seconds West 35.51 feet (10.823 meters) to point "51" designated on said parcel plat; thence North 30 degrees 00 minutes 21 seconds West 52.17 feet (15.901 meters) to point "50" designated on said parcel plat; thence North 60 degrees 01 minute 07 seconds West 19.36 feet (5.901 meters) to the North line of said lot at point "54" designated on said parcel plat; thence North 89 degrees 47 minutes 02 seconds East 83.95 feet (25.588 meters) along said North line to the point of beginning.