

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2017 066659

2017 OCT -2 AM 10:57

MICHAEL B. BROWN  
RECORDER

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First Financial Bank  
Borrower: 8845 Kennedy, LLC  
Loan Number: 820113638

THIS DOCUMENT REFERENCES AND AMENDS THE TERMS OF AN OPEN OPEN-END MORTGAGE AND SECURITY AGREEMENT DATED AS OF MARCH 29, 2016 AND RECORDED ON MAY 6, 2016 AS INSTRUMENT NO. 2016 027619 OF THE LAKE COUNTY, INDIANA OFFICIAL REAL ESTATE RECORDS.

Modification to Open-End Mortgage and Security Agreement  
(Maximum Amount \$895,456.71)

**NOT OFFICIAL!**

THIS MODIFICATION TO OPEN-END MORTGAGE AND SECURITY AGREEMENT ("Amendment") is made as of September 29, 2017 by and between 8845 Kennedy, LLC, an Indiana limited liability company located at 6949 Kennedy Avenue, Hammond, Indiana 46323 ("Mortgagor") and FIRST FINANCIAL BANK, an Ohio state chartered bank, f/k/a First Financial Bank, National Association, with its principal office located in Cincinnati, Ohio ("Mortgagee").

CHICAGO TITLE INSURANCE COMPANY



WITNESSETH:

WHEREAS, Mortgagor and Mortgagee entered into that certain Open-End Mortgage and Security Agreement dated as of March 29, 2016, which granted a mortgage lien from Mortgagor to Mortgagee encumbering the real estate described on **Exhibit A** attached hereto, and which Mortgage was recorded on May 6, 2016 in Instrument No. 2016 027619 of the Lake County, Indiana real estate records (the "Mortgage"); and

WHEREAS, Mortgagor desires to amend the Mortgage to reflect additional Indebtedness and to ensure that the Mortgage will secure the additional Indebtedness; and

WHEREAS, Mortgagor and Mortgagee desire that the Mortgage, as amended by this Amendment, shall maintain its priority.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Capitalized terms used and not otherwise defined herein are used with the meaning set forth in the Mortgage.
2. The Borrower Documents and the Guaranty, as the same may be amended, modified, and restated from time to time shall be collectively referred to herein as the "Loan Documents".
3. The last payment under the Loan Documents is due on September 29, 2027.
4. Section 6.13 relating to future advances of the Mortgage is hereby deleted in its entirety and replaced with the following:

Future Advances. The parties hereto intend and agree that this Mortgage shall secure unpaid balances of any loan advances, whether obligatory or not, and whether made pursuant to the Loan Documents or not, made by

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1820503739

Mortgagee after this Mortgage is delivered to the Recorder for record to the extent that the total unpaid loan indebtedness, exclusive of interest thereon, does not exceed the maximum aggregate amount of unpaid indebtedness which may be outstanding at any time, which is Eight Hundred Ninety Five Thousand Four Hundred Fifty Six and 71/100 Dollars (\$895,456.71) Mortgagor further covenants and agrees to repay all such loan advances with interest, and that the covenants contained in this Mortgage shall apply to such loan advances as well.

5. Any default under the Borrower Documents shall constitute a default under the Guaranty.

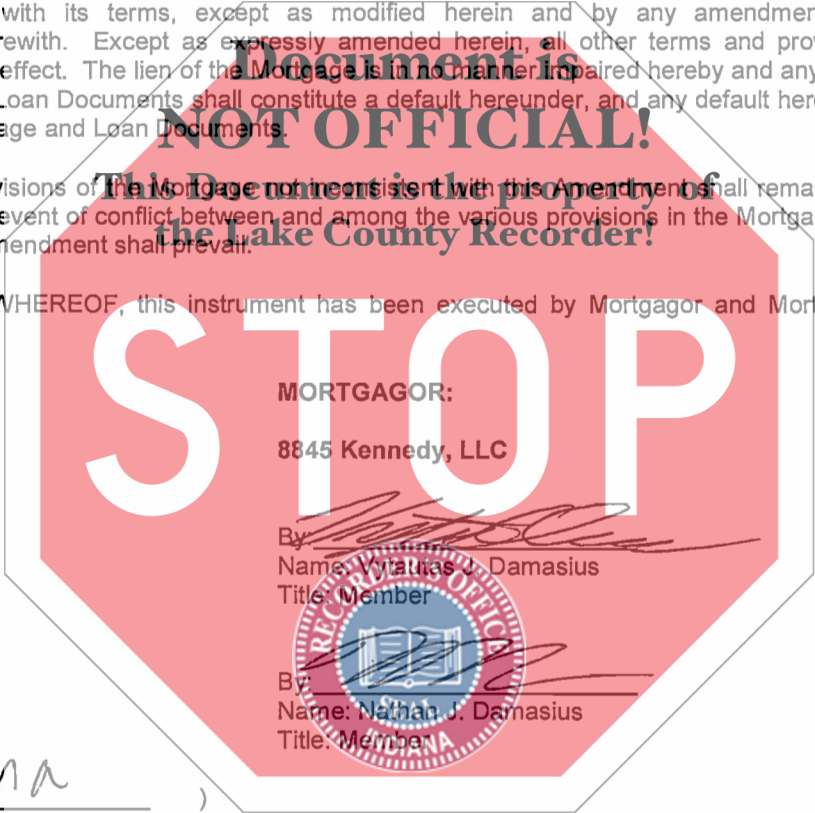
6. Mortgagor acknowledges that Mortgagee has performed all of its obligations to Mortgagor to date, that Mortgagee is not in default of any of Mortgagee's obligations, and that Mortgagor has no defenses, setoffs, or other claims against Mortgagee arising out of the Indebtedness or the Mortgage and the Loan Documents.

7. Mortgagor agrees that this is not a novation of any Indebtedness but merely an extension and/or modification of the existing Indebtedness.

8. Mortgagor acknowledges that it is still bound by the original Mortgage which remains in full force and effect in accordance with its terms, except as modified herein and by any amendment documents executed contemporaneously herewith. Except as expressly amended herein, all other terms and provisions of the Mortgage remain in full force and effect. The lien of the Mortgage is in no manner impaired hereby and any default under the terms of the Mortgage or the Loan Documents shall constitute a default hereunder, and any default hereunder shall constitute a default under the Mortgage and Loan Documents.

9. All provisions of the Mortgage not inconsistent with this Amendment shall remain unchanged and in full force and effect. In the event of conflict between and among the various provisions in the Mortgage and this Amendment, the provisions of this Amendment shall prevail.

IN WITNESS WHEREOF, this instrument has been executed by Mortgagor and Mortgagee on the date first written above.



MORTGAGOR:

8845 Kennedy, LLC

By: *[Signature]*  
Name: Vytautas J. Damasius  
Title: Member

By: *[Signature]*  
Name: Nathan J. Damasius  
Title: Member

State of Indiana )  
County of Lake )

ss:

Before me, the undersigned, a Notary Public, personally appeared Vytautas J. Damasius and Nathan J. Damasius, the Members of 8845 Kennedy, LLC, an Indiana limited liability company, and acknowledged execution of the foregoing instrument on behalf of 8845 Kennedy, LLC this 20th day of September 2017.

Andrea Colson  
Notary Public  
Andrea Colson  
Printed



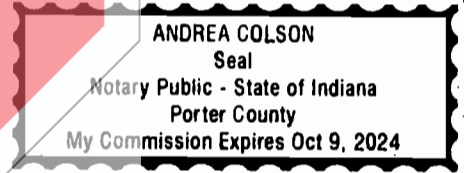
My Commission Expires: \_\_\_\_\_  
My County of Residence is: \_\_\_\_\_  
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State of Indiana  
County of Lake

Before me, the undersigned, a Notary Public, personally appeared Eric D. Evans, a Vice President of First Financial Bank, an Ohio state chartered bank, and acknowledged execution of the foregoing instrument on behalf of First Financial Bank this 20th day of September 2017.

Andrea Colson  
Notary Public  
Andrea Colson  
Printed



My Commission Expires: \_\_\_\_\_  
My County of Residence is: \_\_\_\_\_  
\_\_\_\_\_  
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This instrument drafted by and when recorded return to the person/entity specified below.

This instrument was prepared by Eric D. Evans. 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.

[Signature]

Eric D. Evans  
450 West Lincoln Highway, Schererville, Indiana 46375

**EXHIBIT A**

**Legal Description**

**Parcel 1:**

All that part of Block 16, in the Town of Highland, as per plat thereof, recorded in Plat Book 1, page 86, in the Office of the Recorder of Lake County, Indiana, lying Southwesterly of the Southwesterly right of way line and depot grounds of the Chesapeake and Ohio Railroad Company, and lying North of the North line of Clough Street, and East of the East line of Kennedy Avenue, all in the Town of Highland, Lake County, Indiana.

Property Address: 8835 Kennedy Avenue, Highland, IN 46322

Parcel: 45-07-21-453-001.000-026

**Parcel 2:**

Part of the Southwest 1/4 of the Southeast 1/4 of Section 21, Township 36 North, Range 9 West of the 2nd Principal Meridian described as follows: Commencing at the Northwest corner of Block 17, of the Original Town of Highland, thence Easterly along the North line of said Block 17, to the intersection of said North line with the Southwesterly line of the right of way of the Chicago and Erie Railroad Station grounds, thence Northwesterly along said right of way to its intersection with the South line of Block 16 of the Original Town of Highland, thence West 241.42 feet along the South line of said Block 16, to the Southwest corner of said Block 16, thence South 60 feet to the place of beginning, in the Town of Highland, Indiana.

Property Address: 8845 Kennedy Avenue, Highland, IN 46322

Parcel: 45-07-21-453-002.000-026

