

2017 069265

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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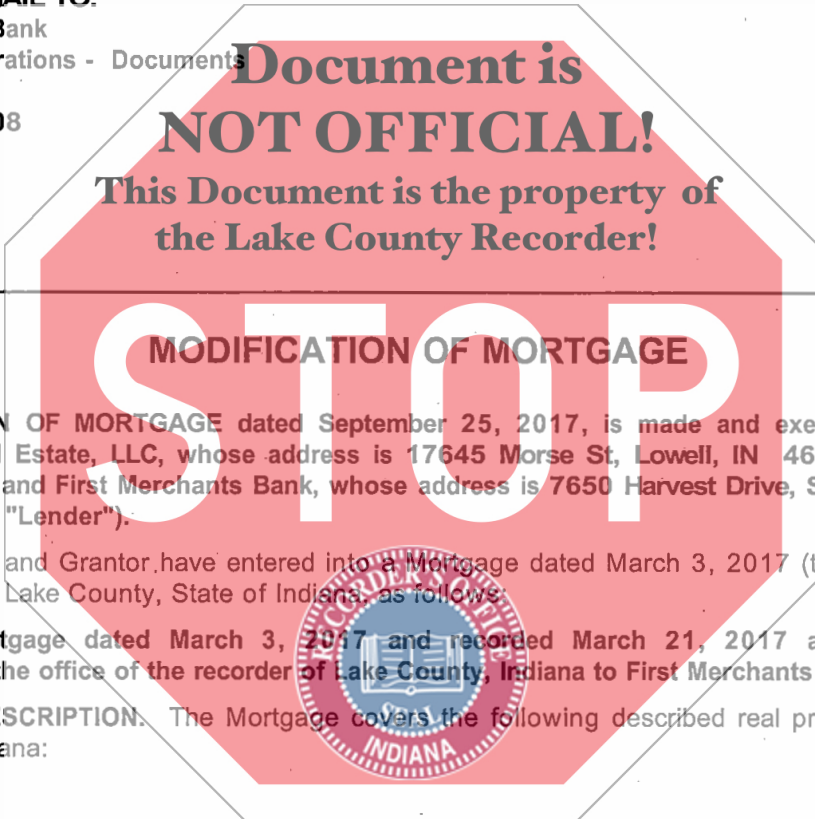
MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

First Merchants Bank
Schererville Branch
7650 Harvest Drive
Schererville, IN 46375

WHEN RECORDED MAIL TO:

First Merchants Bank
ATTN: Loan Operations - Documents
P. O. Box 7011
Muncie, IN 47308



THIS MODIFICATION OF MORTGAGE dated September 25, 2017, is made and executed between Lowell Animal Hospital Real Estate, LLC, whose address is 17645 Morse St, Lowell, IN 46356-1428 (referred to below as "Grantor") and First Merchants Bank, whose address is 7650 Harvest Drive, Schererville, IN 46375 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 3, 2017 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Real estate mortgage dated March 3, 2017 and recorded March 21, 2017 as instrument number 2017018324 in the office of the recorder of Lake County, Indiana to First Merchants Bank.

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

PARCEL 1:

THE NORTH 100 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND: PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 AND 314.70 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 01

20001782MM

HOLD FOR GREATER INDIANA TITLE COMPANY

25.
CK.# 023471
D

**MODIFICATION OF MORTGAGE
(Continued)**

MINUTE 50 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 A DISTANCE OF 481.30 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 00 SECONDS EAST AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23 A DISTANCE OF 240.00 FEET TO THE CENTERLINE OF A PUBLIC DRAIN OR DITCH KNOWN AND COMMONLY CALLED THE MCCONNELL DITCH; THENCE SOUTH 14 DEGREES 15 MINUTES 23 SECONDS EAST ALONG THE CENTERLINE OF SAID DITCH A DISTANCE OF 525.16 FEET; THENCE NORTH 84 DEGREES 53 MINUTES 10 SECONDS WEST A DISTANCE OF 371 FEET MORE OR LESS TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM THAT PORTION CONVEYED TO LAKE COUNTY, INDIANA BY DEED NO. 2010 066521 AND DESCRIBED AS FOLLOWS: A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN CEDAR CREEK TOWNSHIP, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION SOUTH 00 DEGREES 36 MINUTES 10 SECONDS EAST 1867.31 FEET TO THE NORTHWEST CORNER OF LAND DESCRIBED IN DEED NO. 97026667; THENCE SOUTH 89 DEGREES 21 MINUTES 00 SECONDS EAST 20.00 FEET ALONG THE NORTH LINE OF SAID LAND TO THE EAST BOUNDARY LINE OF MORSE STREET AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89 DEGREES 21 MINUTES 00 SECONDS EAST 89.01 FEET ALONG SAID NORTH LINE TO A POINT; THENCE SOUTH 84 DEGREES 26 MINUTES 57 SECONDS WEST 46.15 FEET TO A POINT; THENCE SOUTH 44 DEGREES 38 MINUTES 09 SECONDS WEST 49.86 FEET TO A POINT; THENCE SOUTH 08 DEGREES 02 MINUTES 41 SECONDS WEST 50.59 FEET TO THE EAST BOUNDARY LINE OF SAID MORSE STREET; THENCE ALONG SAID BOUNDARY LINE NORTH 00 DEGREES 36 MINUTES 10 SECONDS WEST 91.05 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23 TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF LOWELL, LAKE COUNTY INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID NORTHEAST 1/4 AND 581.17 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 00 DEGREES 01 MINUTES 50 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 114.81 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES EAST, PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 265.62 FEET TO THE CENTER LINE OF A PUBLIC DRAIN OR DITCH KNOWN AND COMMONLY CALLED THE MCCONNELL DITCH; THENCE SOUTH 14 DEGREES 15 MINUTES 23 SECONDS EAST ALONG THE CENTER LINE OF SAID DITCH, A DISTANCE OF 113.84 FEET; THENCE NORTH 89 DEGREES 42 MINUTES 44 SECONDS WEST A DISTANCE OF 293.65 FEET, MORE OR LESS TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 17645 Morse St, Lowell, IN 46356. The Real Property tax identification number is 45-19-23-253-001.000-008 (Parcel 1); 45-19-23-253-002.000-008 (Parcel 2).

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

The maximum obligation limit will be increased to \$286,500.00.

Additionally the definition of Note is hereby replaced with the following:

The word "Note" means the promissory note dated September 25, 2017 in the original principal amount of \$286,500.00 from Borrower/Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is November 3, 2027.

Additionally the grantor is hereby amended to remove Lowell Animal Hospital, Inc..

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

**MODIFICATION OF MORTGAGE
(Continued)**

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 SEPTEMBER 25, 2017.

GRANTOR:

LOWELL ANIMAL HOSPITAL REAL ESTATE, LLC

By: *Stephanie Wise*
Stephanie Wise, Member of Lowell Animal Hospital Real Estate, LLC

By: *Robin Giese*
Robin Giese, Member of Lowell Animal Hospital Real Estate, LLC

By: *William Giese*
William Giese, Member of Lowell Animal Hospital Real Estate, LLC

LENDER:

FIRST MERCHANTS BANK

X *Chad Chaffin*
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
)
) SS
COUNTY OF Lake)

On this 27th day of September, 2017, before me, the undersigned Notary Public, personally appeared Stephanie Wise, Member of Lowell Animal Hospital Real Estate, LLC; Robin Giese, Member of Lowell Animal Hospital Real Estate, LLC; and William Giese, Member of Lowell Animal Hospital Real Estate, LLC, and known to me to be members of designated agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature] Residing at _____

Notary Public in and for the State of _____ My commission expires _____
CYNTHIA E. COLVIN
Porter County
My Commission Expires
November 30, 2017

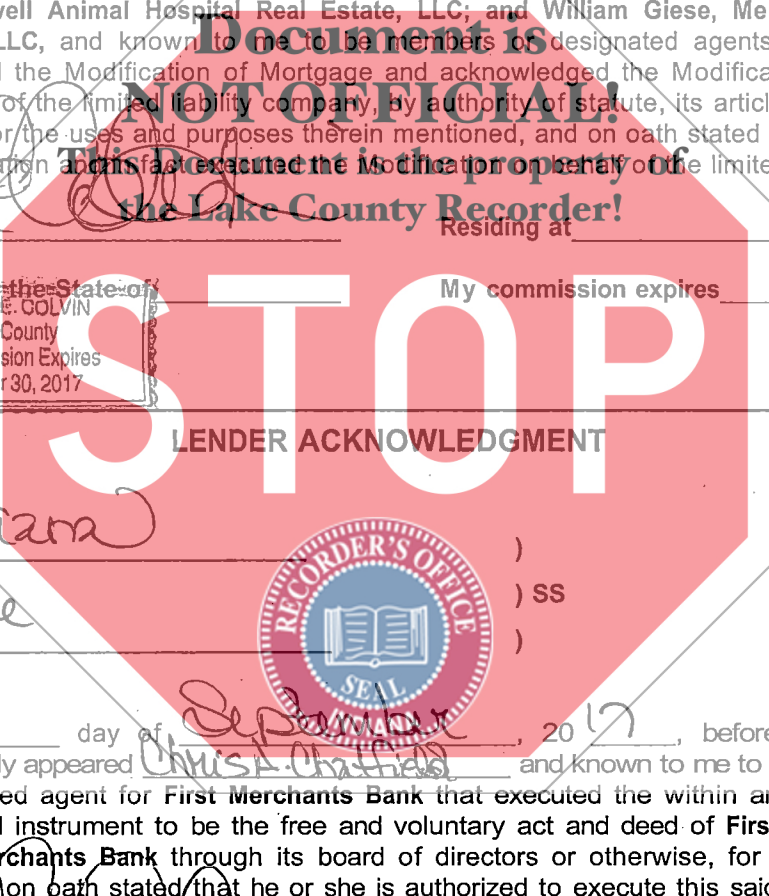
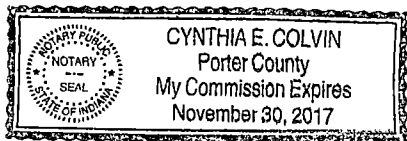
LENDER ACKNOWLEDGMENT

STATE OF Indiana)
)
) SS
COUNTY OF Lake)

On this 27th day of September, 2017, before me, the undersigned Notary Public, personally appeared Christa Chaffin and known to me to be the Vice President, authorized agent for First Merchants Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Merchants Bank, duly authorized by First Merchants 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 First Merchants Bank.

By [Signature] Residing at _____

Notary Public in and for the State of _____ My commission expires _____



**MODIFICATION OF MORTGAGE
(Continued)**

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 (Pierson Quinn, Commercial Fulfillment Specialist I).

This Modification of Mortgage was prepared by: Pierson Quinn, Commercial Fulfillment Specialist I

PO Box 7011
Muncie, IN 47308

