

2017 DEC -5 AM 8:35

MICHAEL B. BROWN
RECORDER

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THIS DOCUMENT PREPARED BY AND AFTER RECORDING
RETURN TO: 2017 082065

Mark Bogdanowicz
Howard and Howard Attorneys, PLLC
200 S. Michigan Avenue, Suite 1100
Chicago, Illinois 60604
(312) 372-4000

Address of Property:
713 Robin Court
Griffith, Indiana 46319
Permanent Number:
45-07-34-127-008.000-006

Cross-Reference Instrument Nos. 2005 107924, 2007 067898, 2008 074131, and 2010 072768, 2015 018011

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE (this "Modification") is dated September 27, 2017, but is effective as of February 15, 2016, by and between Bobby J. Russell and Dody Russell (together, "Grantor"), and BMO HARRIS BANK N.A., formerly known as HARRIS N.A., a national banking association, Successor in Interest to Mercantile National Bank of Indiana, whose address is 111 W. Monroe Street, Chicago, Illinois 60603 (herein, together with its successors and assigns, including each and every holder of the Note (as hereinafter defined), called "Lender").

WHEREAS, the Mortgage secures loans extended by Lender to **Bellsom Electric, Inc.** a/k/a **BCS** a/k/a **Bellsom Construction Services** a/k/a **Simple Bookkeeping Solutions** ("**Borrower**") an Indiana corporation, evidenced by the following Promissory Notes issued in substitution and replacement for, but not in novation or discharge of, previously delivered promissory notes, and certain Business Loan Agreements as follows:

1. Promissory Note #299784 dated August 31, 2010 and executed by Borrower in the original principal amount of \$200,000.00, as amended by Change in Terms Agreements dated January 31, 2011 and October 25, 2011 ("**Note #1**");
2. Business Loan Agreement ("**BLA #1**") dated May 31, 2008 and August 31, 2010 executed by Borrower in connection with Note #1;

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3. Promissory Note #20046667 dated October 25, 2011 and executed by Borrower in the original principal amount of \$45,000.00 ("Note #2;" Note #1 and Note #2 are together the "Notes"); and
4. Business Loan Agreement ("BLA #2;" BLA #1 and BLA #2 are together the "BLAs") dated September 15, 2011 executed by Borrower in connection with Note #2.

WHEREAS, pursuant to the terms of Note #1 as modified by Forbearance Agreement dated February 13, 2015, Borrower was obligated to make payment in full to Lender of sums due under Note #1 on or before February 15, 2016, and Borrower did not make payment in full of sums due under Note #1 by February 15, 2016.

WHEREAS, pursuant to the terms of Note #2 as modified by Forbearance Agreement dated February 13, 2015, Borrower was obligated to make payment in full to Lender of sums due under Note #2 on or before February 15, 2016, and Borrower did not make payment in full of sums due under Note #2 by February 15, 2016.

WHEREAS, Dody Russell executed and delivered to Lender one or more guarantees of the obligations of the Borrower to the Lender evidenced by a Guaranty and/or Commercial Guaranty, including but not limited to Commercial Guaranty dated as of May 31, 2008 and a Commercial Guaranty dated as of June 9, 2009 (the aforementioned guarantees, as amended, from time to time are collectively, the "Existing Guarantees").

WHEREAS, the Notes and the Existing Guarantees are, among other things, secured by a mortgage on the Real Property.

WHEREAS, Grantor and Lender entered into the following mortgage:

Mortgage from Grantor to Lender dated November 8, 2005, and recorded in Lake County, Indiana, on December 8, 2005, as Document No. 2005 107924, as amended by Amendment to Mortgage executed June 20, 2007 and recorded August 22, 2007 as Document No. 2007 067898, as amended by Modification of Mortgage dated May 31, 2008 and recorded October 29, 2008 as Document No. 2008 074131, as amended by Modification of Mortgage dated August 31, 2010 and recorded on December 8, 2010 as Document No. 2010 072768, and as amended by Modification of Mortgage dated February 13, 2015 and recorded on March 27, 2015 as Document No. 2015 018011.

(collectively, as may be subsequently modified, the "Mortgage").

WHEREAS, the Mortgage covers the real property ("Real Property") located in Lake County, Indiana described as follows:

see attached EXHIBIT A

WHEREAS, it is acknowledged that as of the effective date of this Modification, the unpaid sum of the Notes is as follows:

- (a) Note #1. As of September 5, 2017, the amount of outstanding principal balance due under Note #1 is \$196,000.00, and accrued interest on unpaid principal owed to Lender by Borrower is \$23,503.50, and late charges of \$13,960.03, said amount not including attorneys' fees and costs incurred by Lender in connection of amounts due under the Loan.
- (b) Note #2. As of September 5, 2017, the amount of outstanding principal balance due under the Loan is \$19,837.38, and accrued interest on unpaid principal owed to Lender by Borrower is \$16.82, and late charges of \$2,248.67, said amount not including attorneys' fees and costs incurred by Lender in connection of amounts due under the Loan.

WHEREAS, the Notes have not been paid when due and Borrower and Lender are entering into that certain Loan Modification Agreement of even date herewith (the "Loan Modification Agreement") that will, among other things, extend the maturity date of the Notes, and as a condition thereof, Lender requires Grantor to enter into this Modification.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purposes of setting forth the terms and conditions of this Modification, the parties, intending to be bound, hereby agree as follows:

1. Recitals True and Correct. Grantor acknowledges and agrees with Lender that the foregoing recitals are true and correct and are hereby incorporated and made a part of this Agreement. The Related Documents, whether or specifically referenced herein, to the extent not inconsistent with this Agreement, are incorporated herein by this reference as though the same were set forth in their entirety. To the extent any terms and provisions of the Related Documents are inconsistent with the amendments set forth in this Modification, such terms and provisions shall be deemed superseded thereby. Except as specifically set forth herein, the Related Documents shall remain in full force and effect and their provisions shall be binding on the parties hereto. Any notices required hereunder shall be given as provided in the Related Documents. Terms not otherwise defined herein shall have the meanings provided for in the Related Documents.

2. Incorporation of the Mortgage. The Mortgage, to the extent not inconsistent with this Modification, is incorporated herein by this reference as though the same was set forth in its entirety. This Modification shall be considered an integral part of the Mortgage, and all references to the Mortgage shall, on and after the date of this Modification, be deemed to be references to the Mortgage as amended by this Modification. To the extent any terms and provisions of the Mortgage are inconsistent with the modifications set forth herein, such terms and provisions shall be deemed superseded hereby. The Mortgage shall remain in full force and effect and its provisions shall be binding on the parties hereto.

3. Incorporation of Loan Modification Agreement. The terms and conditions of the Loan Modification Amendment are incorporated herein by reference in full and with the same effect as if set forth herein at length.

4. Ratification. The Mortgage shall remain in full force and effect, and is hereby ratified and confirmed.

5. Amendments. Grantor and Lender agree that the Mortgage is amended by adding the following provision:

This Mortgage secures a Promissory Note dated August 31, 2010 in the original principal amount of \$200,000.00 signed by Bellsom Electric, Inc. ("Note 1") and a Promissory Note dated October 25, 2011 signed by Bellsom Electric, Inc. ("Note 2"), which was a renewal of the Promissory Note dated May 31, 2007. As amended, the Maturity Date of Note 1 and Note 2 is October 27, 2022. Furthermore, the interest rate of Note 1 and Note 2 shall be 6.65% per annum, calculated on a 365/360 basis.

6. Waiver of Right of Redemption and other Rights. Grantor hereby expressly waives any and all rights of redemption and reinstatement under the law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Grantor and on behalf of each and every person acquiring any interest in or title to the Real Property, it being the intent hereof that any and all such rights of redemption and reinstatement of Grantor and such other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. Grantor agrees that it will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisal of the Real Property, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale claim or exercise any rights under any statute now or hereafter in force, to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof.

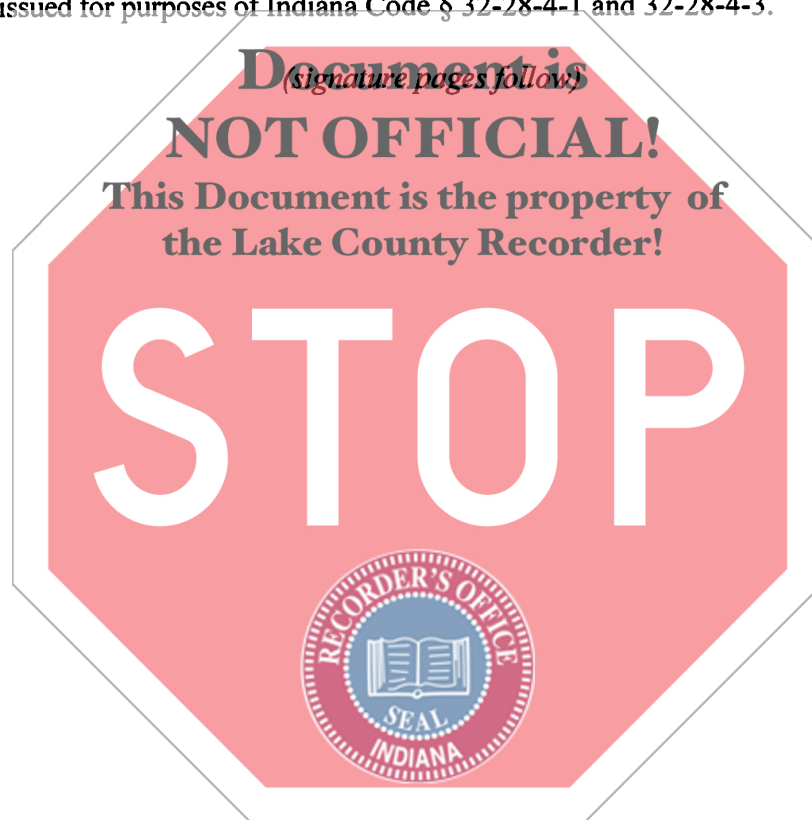
7. Effectuation. It is the intent of Grantor and Lender that the lien of the Mortgage on the Real Property is continuous and without interruption and secures all indebtedness under the Notes, as heretofore or hereafter amended or extended, and that this instrument shall not constitute a novation and shall no way adversely affect the lien or priority of the Mortgage, the Notes or other Related Documents. The modifications contemplated by this Modification are effective as set forth above and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Modification.

8. Reaffirmation. The parties agree that the Notes, the Existing Guarantees and the Mortgage, including such changes, modifications, and amendments as are herein contained, are deemed remade and affirmed as of the date hereof and are in full force and effect with respect to each and every term and provision thereof, and nothing herein contained shall in any manner affect the lien of the Mortgage. All references to the Indebtedness shall be deemed to include the Notes and the indebtedness thereunder. Nothing contained herein shall in any way impair the Notes or the

Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary or affect any provision, term, condition or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Notes and the Mortgage, it being the intent of the parties that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.

9. **Parties Bound.** This Modification shall be binding upon the successors and assigns with respect to the parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

10. **Governing Law.** This Modification shall be construed and enforced according to the laws of the State of Indiana. In addition to the provisions set forth herein, this Modification shall be deemed to be issued for purposes of Indiana Code § 32-28-4-1 and 32-28-4-3.



IN WITNESS WHEREOF, the parties have executed this Modification of Mortgage and Assignment of Rents as of the day and year first above written.

LENDER
BMO HARRIS BANK N.A., formerly known as HARRIS N. A., Successor in Interest to Mercantile National Bank of Indiana

By: BA O'Dell
Name: Bradley O'Dell
Title: Vice President

STATE OF ILLINOIS)
COUNTY OF COOK)

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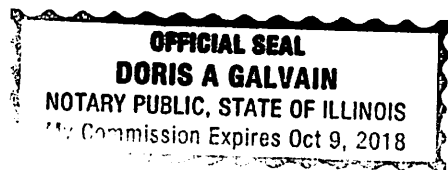
I, Doris A. Galvain, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that Bradley O'Dell, vice president of BMO HARRIS BANK N.A., formerly known as HARRIS N.A., Successor in Interest to Mercantile National Bank of Indiana, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15 day of November, 2017.



Doris A. Galvain
Notary Public

My Commission Expires: Oct 9, 2018



IN WITNESS WHEREOF, the parties have executed this Modification of Mortgage and Assignment of Rents as of the day and year first above written.

GRANTOR

By: Bobby J Russell
Name: Bobby J Russell

By: Dody Russell
Name: Dody Russell

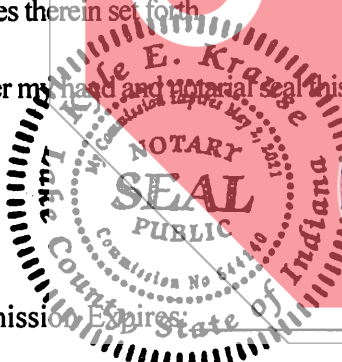
STATE OF INDIANA
COUNTY OF Lake

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I, Kyle Krass, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY that Bobby J. Russell and Dody Russell, personally known to me, that they subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Trust, by authority set forth in the trust documents or by authority of statute, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th day of October, 2017



[Signature]
Notary Public

My Commission Expires: _____

My county of residence: Lake

This instrument was prepared by and when recorded return to: Mark Bogdanowicz, Howard & Howard Attorneys, PLLC, 200 S. Michigan Ave. Suite 1100, Chicago, IL 60604

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. Mark Bogdanowicz

EXHIBIT A
LEGAL DESCRIPTION

Order No. : 1305814

EXHIBIT "A"
Document is NOT OFFICIAL!
LOT 10 IN WOODLAND ESTATES 5TH ADDITION, BLOCK 1, IN THE TOWN OF GRIFFITH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 64 PAGE 55, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Property Address:

This Document is the property of the Lake County Recorder!
713 Robin Court, Griffith, IN 46319

Permanent Number:
45-07-34-127-008.000-006

4840-4437-5633, v. 1

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