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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 018454

2019 MAR 28 AM 9:36

MICHAEL B. BROWN
RECORDER

AMENDMENT TO MORTGAGE AND ASSIGNMENT OF RENTS

This Amendment to Mortgage and Assignment of Rents (this "Amendment") is dated as of January 4, 2019, and is made by and among:

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Borrower: 2PUMAS LLC
 Guarantor: BUSINESS & MATRIMONIAL VALUATION SERVICES LLC DBA MARK R MACHNIC, CPA; CRAIG R. CARPENTER AND MARK R. MACHNIC
 Lender: Centier Bank
Organized and existing under the laws of Indiana
 600 East 84th Avenue
 Merrillville, IN 46410

The Mortgage (herein defined) and the Assignment of Rents (herein defined) modified by this Amendment are Security Agreements and Financing Statements under Article 9 of the Uniform Commercial Code, with Borrower as Debtor and Lender as Secured Party.



A. Borrower obtained a loan from Lender in the amount of Eighty Seven Thousand Five Hundred Dollars (\$87,500.00) on January 4, 2019 ("Loan Agreement"), and all documents related thereto shall be the "Loan Documents".

B. Borrower has requested modifications to the Loan Documents because Borrower has obtained, in conjunction with the Loan Agreement, a Small Business Administration 504 loan commitment and loan (SBA 504 Loan). The proceeds of the SBA 504 Loan shall be paid to Lender, requiring the modification herein set forth.

C. Borrower's obligations under Loan Documents are secured by:

(i) that certain Mortgage dated January 4, 2019 and recorded on January 14, 2019 in the office of the Recorder of Lake County, Indiana, as Document No. 2019 002299 ("Mortgage");

Handwritten signatures and notations: "ASCOA JAB", "1373908", and "E".

(ii) that certain Assignment of Rents dated January 4, 2019 and recorded on January 14, 2019 in the office of the Recorder of Lake County, Indiana, as Document No. 2019 002300 (“Assignment”).

D. The parties desire to amend the Mortgage and Assignment, and Borrower is entering into this Amendment pursuant to the terms of a Modification of Loan Documents to modify the Mortgage and Assignment and secure all obligations under the Loan Documents.

AGREEMENTS

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

1. **TERMINOLOGY.** All capitalized terms used herein shall have the meaning given them in the Loan Documents, unless a different meaning is assigned herein or required from the context in which such term is used.

2. **AMENDMENT.** Conditioned upon Lender’s receipt of all proceeds of the SBA 504 Loan, the Mortgage and Assignment are hereby amended and modified as follows:

A. The definition of Note shall be amended and replaced with the following:

Note. The word "Note" means the promissory note dated January 4, 2019, in the original principal amount of \$87,500.00 from Borrower to Lender, together with all predecessors of, renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement. The Maturity Date of the Note is January 4, 2029.

B. The section entitled “Future Advances” is hereby deleted in its entirety.

C. The section entitled “Cross-Collateralization” is hereby deleted in its entirety.

D. Maximum Lien is amended and replaced with the following:

Maximum Lien. The lien of this Mortgage shall not exceed at any one time \$87,500.00;

3. **LIEN PRIORITY.** All of the Property shall remain and continue in all respects subject to the Mortgage and Assignment, and nothing in this Amendment, or done pursuant to this Amendment, shall affect or be construed to affect the lien of the Mortgage and Assignment or the priority thereof as to such property. Borrower shall provide, at Borrower’s sole cost and expense, such endorsements to Lender’s existing title insurance coverage as Lender may request insuring the continued first lien position of the Mortgage and Assignment, as amended, as to all of the Property, with priority over all encumbrances not agreed to by Lender in writing. Borrower shall obtain such priority agreements, lien waivers, or other instruments from any and all parties who have performed work on or supplied materials to the Property, and shall execute such indemnity agreements as may be required by the title company in connection with the issuance of such endorsements or policy. The grants, conveyances, assignment, representations, and warranties as set forth in the Mortgage and Assignment are reaffirmed in this Amendment to Mortgage and Assignment as of this date.

4. **BINDING EFFECT.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successor and assigns.

5. **APPLICABLE LAW.** This Amendment is to be construed in all respects and enforced according to the laws of the State of Indiana without regard to that state's choice of law rules.

6. **COUNTERPARTS.** The parties may execute this Amendment in any number of counterparts and/or duplicate originals (for recording, where necessary, in different counties), each of which shall be deemed an original instrument but all of which together shall constitute one and the same instrument.

EXECUTED as of the day and year first above written.

Borrower:
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 2PUMAS LLC
 By: Craig R. Carpenter
This Document is the property of the Lake County Recorder!
 CRAIG R. CARPENTER, President/Manager of 2PUMAS LLC
 By: Mark R. Machnic
 MARK R. MACHNIC, Vice President/Secretary/Manager of 2PUMAS LLC

STOP

Notary Public Seal: **RECORDER'S OFFICE**
 STATE OF INDIANA

STATE OF Indiana
))
)) SS.
COUNTY OF Lake

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that **CRAIG R. CARPENTER, President/Manager of 2PUMAS LLC and MARK R. MACHNIC, Vice President/Secretary/Manager of 2PUMAS LLC** who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of March, 2019.

My Commission Expires: 5/3/21
My County of Residence: Lake

Laura J. Holesapple
 Official Seal Notary Public
 Laura J. Holesapple
 Notary Public, State of Indiana
 Resident of Lake County, IN
 My commission expires May 3, 2021

AFFIRMATION

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. William M. Winterhaler, Vice President, Centier Bank

THIS DOCUMENT PREPARED BY:
William M. Winterhaler, Vice President, Centier Bank, 600 East 84th Avenue, Merrillville, IN 46410

(Handwritten mark)