

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 026640

2019 MAY -8 AM 9:26

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

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

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NOT OFFICIAL!**

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the Lake County Recorder!**

MODIFICATION OF MORTGAGE

STOP

THIS MODIFICATION OF MORTGAGE dated April 30, 2019, is made and executed between **SQUARE ROOTS CRE, LLC AS TO PARCEL I; DAVID WARNE AS TO PARCELS II, III AND IV** (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 October 2, 2018 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on October 9, 2018 as document number 2018 069233.

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

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 108 N Main Street and 182 W. North St. ; Crown Point, IN 46307. The Real Property tax identification number is 45-16-08-202-008.000-042 & 45-16-08-202-009.000-042, 45-16-05-383-008.000-042 & 45-16-05-383-009.000-042.

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

Increase Principal Amount of Mortgage to \$1,440,950.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain

\$2500
#151538
LAB

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 60500027578-4

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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 endorser 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 APRIL 30, 2019.

GRANTOR:

SQUARE ROOTS CRE LLC

By: 
Kyle Robac, Member of Square Roots CRE LLC

By: 
Justin Tauber, Member of Square Roots CRE LLC

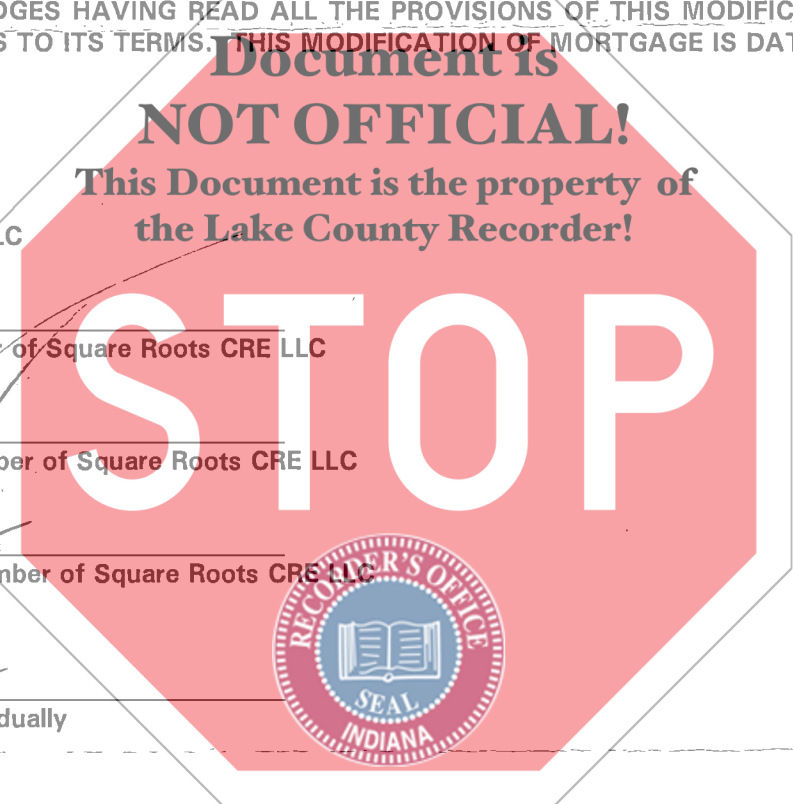
By: 
David D Warne, Member of Square Roots CRE LLC

X 
David D Warne, Individually

LENDER:

PEOPLES BANK SB

X 
Dustin Gorelick, Vice President, Business Banker



MODIFICATION OF MORTGAGE
(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF LAKE)

On this 30th day of May, 20 19, before me, the undersigned Notary Public, personally appeared Kyle Ropac, Member of Square Roots CRE LLC; Justin Tauber, Member of Square Roots CRE LLC; and David D Warne, Member of Square Roots CRE LLC, and known to me to be members or 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 David D Warne Residing at 950 Veterans Lane, Crown Point, IN
Notary Public in and for the State of IN My commission expires May 30, 2023

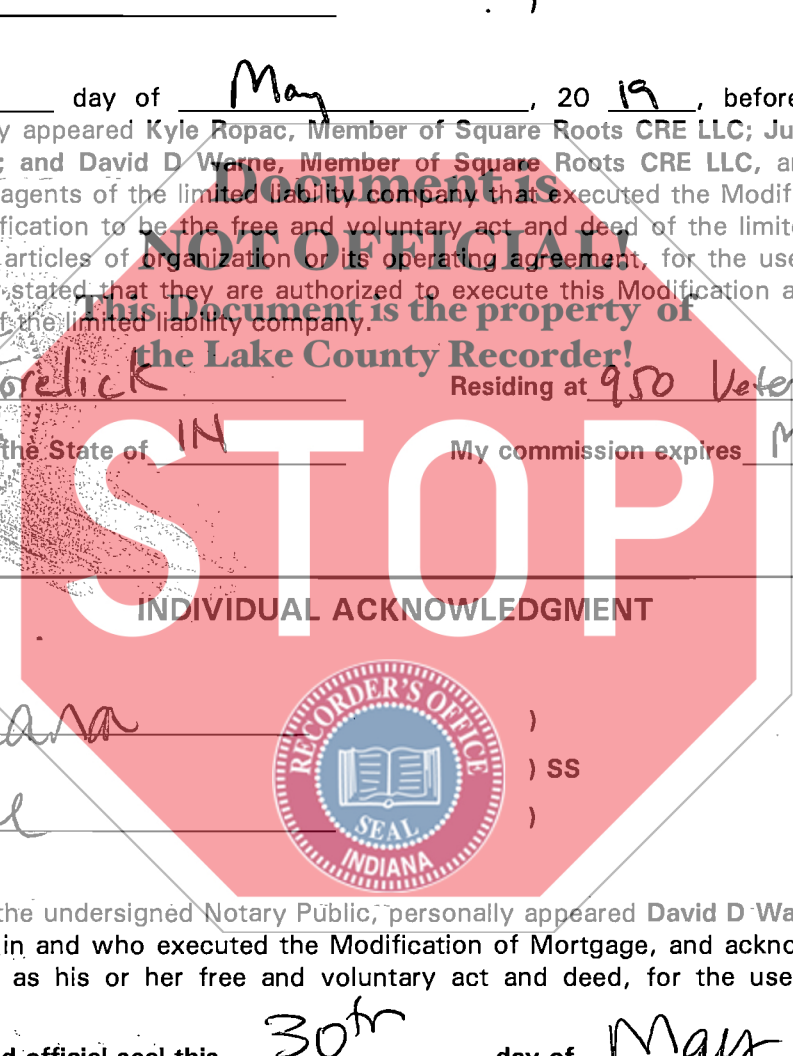
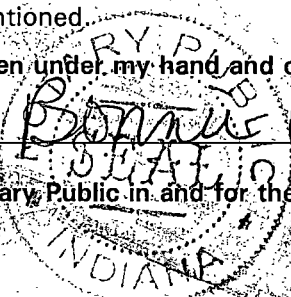
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF LAKE)



On this day before me, the undersigned Notary Public, personally appeared David D Warne, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of May, 20 19.
By Brandon Connor Residing at Lake County
Notary Public in and for the State of LAKE My commission expires 2/24/24



MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

STATE OF Indiana)
)
COUNTY OF Lake) SS
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On this 30th day of April, 20 19, before me, the undersigned Notary Public, personally appeared Dustin Gorelick and known to me to be the **Vice President, Business Banker**, 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 [Signature] [Signature] [Signature] [Signature] [Signature] [Signature] [Signature] [Signature] [Signature] [Signature]
Notary Public in and for the State of IN My commission expires 2/24/24

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 (Bonnie Connors, AVP, Commercial Loans).

This Modification of Mortgage was prepared by: **Bonnie Connors, AVP, Commercial Loans**



LEGAL DESCRIPTION EXHIBIT "A"

PARCEL I: PART OF LOT 31 IN THE ORIGINAL TOWN, NOW CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN DEED RECORD "B" PAGE 121, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS: BEGINNING AT A POINT 3 1/2 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 31; THENCE NORTH 45 1/2 FEET; THENCE EAST 120 FEET; THENCE SOUTH 49 FEET TO THE SOUTH LINE OF SAID LOT 31; THENCE WEST 60 FEET; THENCE NORTH 3 1/2 FEET; THENCE WEST 60 FEET TO THE PLACE OF BEGINNING.

PARCEL II: PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT WHICH IS 136 FEET NORTH AND 170 FEET WEST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4; THENCE WEST 10 FEET; THENCE SOUTH 136 FEET TO THE SOUTH LINE OF SAID SECTION 5 (SAID SOUTH LINE ALSO BEING THE CENTERLINE OF NORTH STREET); THENCE EAST 10 FEET, ALONG THE SAID SOUTH LINE OF SAID SECTION 5, TO THE SOUTHWEST CORNER OF REAL ESTATE AS CONVEYED TO STANDARD OIL COMPANY IN DEED RECORD 368 PAGE 455, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA; THENCE NORTH, ALONG THE WEST LINE OF SAID REAL ESTATE AS CONVEYED TO STANDARD OIL COMPANY, 80 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID REAL ESTATE AS CONVEYED TO STANDARD OIL COMPANY, THENCE NORTH 56 FEET MORE OR LESS, TO THE PLACE OF COMMENCEMENT, IN LAKE COUNTY, INDIANA.

PARCEL III: PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 5 (SAID SOUTH LINE ALSO BEING THE CENTERLINE OF NORTH STREET) WHERE CENTERLINE OF COURT STREET INTERSECTS; THENCE NORTH ALONG THE CENTERLINE OF COURT STREET, 80 FEET; THENCE EAST 140 FEET; THENCE SOUTH TO SAID SOUTH LINE OF SAID SECTION 5, BEING APPROXIMATELY 80 FEET; THENCE WEST ALONG THE SAID SOUTH LINE OF SECTION 5, APPROXIMATELY 140 FEET TO THE PLACE OF BEGINNING, IN THE CITY OF CROWN POINT, IN LAKE COUNTY, INDIANA.

PARCEL IV: PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT A POINT IN THE CENTER OF COURT STREET WHICH IS 136 FEET NORTH OF THE SOUTH LINE OF SECTION 5 (SAID SOUTH LINE ALSO BEING THE CENTER LINE OF NORTH STREET); THENCE EAST 140 FEET; THENCE SOUTH 56 FEET; THENCE WEST TO THE CENTER OF COURT STREET, BEING APPROXIMATELY 140 FEET; AND THENCE NORTH, ALONG THE CENTER OF COURT STREET, APPROXIMATELY 56 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.