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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2019 037119

2019 JUN 20 AM 9:14

MICHAEL B. BROWN  
RECORDER



When recorded, return to: 1st Source Bank  
P.O. Box 1602  
South Bend, Indiana 46634  
Attn: Commercial Loan Services

**This Document is NOT OFFICIAL!**  
**MODIFICATION OF REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

This MODIFICATION OF REAL ESTATE MORTGAGE AND SECURITY AGREEMENT (this "Modification") by and between WESTCREEK PROPERTIES, LLC, AN INDIANA LIMITED LIABILITY COMPANY, ("Mortgagor") and 1ST SOURCE BANK ("Bank") dated to be effective as of May 28, 2019 hereby modifies that certain REAL ESTATE MORTGAGE AND SECURITY AGREEMENT from Mortgagor in favor of Bank dated as of April 9, 2014 and recorded on April 21, 2014 in the LAKE County Recorder's office as Document number 2014022065 (as may have been amended prior to the date hereof, the "Existing Mortgage") with respect to the real property described therein and commonly known as 11247 180TH PLACE, LOWELL, IN 46356.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Existing Mortgage is hereby amended as follows:
  - a. Section 3 of the Existing Mortgage is hereby amended and restated in its entirety as set forth below:
 

"3. Mortgagor grants this Mortgage in consideration and to secure payment and performance of the Obligations, which Mortgagor promises to pay. The term "Obligations" means all existing and future indebtedness, liabilities and obligations of every kind, nature and description which are at any time owed jointly and/or severally to Bank by Mortgagor, in each case as a borrower, a guarantor or otherwise, including but not limited to future advances, whether direct or indirect, absolute or contingent, and whether now due and owing or hereafter due and owing from time to time, under the instrument(s) and/or agreement(s) more particularly described on attached Exhibit B or evidenced by any other promissory note(s), loan agreement(s), lease(s) and/or guarantee(s) now or hereafter executed and delivered by Mortgagor to Bank, and any and all amendments, renewals, extensions or modifications thereof (collectively, the "Agreement"). Any provision for future advances contained herein shall not be interpreted as a commitment to lend such amount by Bank. Bank will base future lending decisions on many factors, including but not limited to Mortgagor's and any other applicable obligor's financial condition at the time of any such future advance request. THE MAXIMUM PRINCIPAL AMOUNT TO BE SECURED BY THIS MORTGAGE, INCLUDING FUTURE OBLIGATIONS AND ADVANCES PURSUANT TO INDIANA CODE §32-29-1-10, SHALL NOT EXCEED \$ 2,599,919.76."
  - b. Exhibit B to the Existing Mortgage is hereby amended and restated in its entirety as set forth in the Exhibit B attached to this Modification.

Mortgage Modification – Extension of Maturity and fix of grant 2/27/2019

AMOUNT \$ 25,000  
 CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
 CHECK # 702739  
 OVERAGE \_\_\_\_\_  
 COPY \_\_\_\_\_  
 NON-CONF \_\_\_\_\_  
 DEPUTY MB

HC

2. Mortgagor expressly acknowledges and agrees that the Obligations (as defined in Section 1(a) hereof) are continuing, are not being repaid or discharged in whole or in part, and no novation is being made to the Obligations. Nothing in this Modification is intended to waive any rights or remedies of Bank under the Existing Mortgage. Nothing in this Modification is intended to waive any rights or remedies of Bank under the Existing Mortgage or any defaults of Mortgagor under the Existing Mortgage. Mortgagor further acknowledges and agrees that the Existing Mortgage, as amended by this Modification, shall continue to secure the Obligations with the same priority of lien as the Existing Mortgage. Any legal or equitable priorities of Bank over any party that existed before the effective date of this Modification shall remain in effect after such date.
3. Except as expressly provided herein, the terms and provisions set forth in this Modification shall not be deemed to be a modification or waiver of any term or condition of the Existing Mortgage and the terms and provisions of the Existing Mortgage, as amended by this Modification, are ratified and confirmed in all respects and shall remain in full force and effect. Any reference in the Existing Mortgage or in any other document, agreement or instrument related thereto (other than this Modification) to the Existing Mortgage shall be deemed to be a reference to the Existing Mortgage as modified by this Modification.
4. This Modification and the Existing Mortgage, as modified by this Modification, shall be governed in all respects by the laws of the State of Indiana (without regard to conflict of law principles).
5. Mortgagor confirms that if it has received copies of this Modification for execution from Bank via any means of electronic delivery (including email), that it has made no changes to this Modification and this Modification is identical in content to the version dispatched by Bank to Mortgagor.
6. This Modification may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

*[Signature Page Follows]*

STOP





corporation, on behalf of the corporation.

[SEAL]



*Susan Wietsbrock*  
(Signature)  
SUSAN WIETBROCK, Notary Public  
(Print Name)  
Res. Of LAKE County,  
My Commission Expires: June 25, 2025

This instrument was prepared by Tara Casper, Assistant Vice President on behalf of 1st Source Bank, 100 N. Michigan Street, South Bend, Indiana 46601.

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, Tara Casper, Assistant Vice President.



**EXHIBIT B**

**Indebtedness**

Borrower(s)	Agreement/Instrument	Date of Agreement	Original Principal Amount	Due Date of Last Installment
Westcreek Properties, LLC	Amended and Restated Promissory Note - Term	May ____, 2019	\$158,042.68	May 9, 2024
Westcreek Properties, LLC	Amended and Restated Promissory Note - Term	October 13, 2016	\$1,061,559.88	June 16, 2022

