

2019 060819

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2019 SEP -6 AM 10:05
MICHAEL B. BROWN
RECORDER

2019 065082

FIRST MODIFICATION TO COLLATERAL DOCUMENTS

This First Modification to Collateral Documents ("**Modification**") is made as of June 7, 2019 (the "**Modification Date**") by **WOODMAR PLAZA LLC**, an Indiana limited liability company ("**Woodmar**"), whose address is 1055 Eagle Ridge Drive, Schererville, Indiana 46375, and **CENTIER BANK**, an Indiana state bank (with its successors and assigns "**Centier**"), with offices at 600 East 84th Avenue, Merrillville, Indiana 46410.

Woodmar executed and delivered to Centier a certain a Mortgage and Security Agreement (Financing Statement) in favor of Centier Bank dated November 13, 2017 and recorded on November 20, 2017 as Instrument No. 2017 078964 of the public records of Lake County, Indiana (the "**Mortgage**"), and a certain Assignment of Leases and Rents dated November 13, 2017 and recorded on November 20, 2017 as Instrument No. 2017 078965 of the public records of Lake County, Indiana (the "**Rent Assignment**"; collectively with the Mortgage, the "**Recorded Documents**"), both with respect to the real property in Lake County, Indiana, as described therein and on Exhibit A attached hereto.

In consideration of the agreement of Centier to extend additional credit facilities to ADK Properties, LLC ("**Borrower**"), an affiliate of Woodmar, Woodmar wishes to agree to include additional indebtedness of Borrower as part of the obligations secured under the Recorded Documents and constituting part of the "**Note**" under the Recorded Documents. If and to the extent that either or both of the Recorded Documents do not secure repayment of the full amount of the Note, as modified herein, the parties wish to modify the Recorded Documents as provided herein to cause both of the Recorded Documents to secure repayment of the full amount of the Note, as modified herein, and all other "**Secured Obligations**" and "**Obligations**" (as defined in the Recorded Documents).

NOW THEREFORE, the parties agree as follows:

M1-1. Effective as of the date of this Modification, Recital B of the Mortgage is deleted in its entirety and the following is inserted in its place:

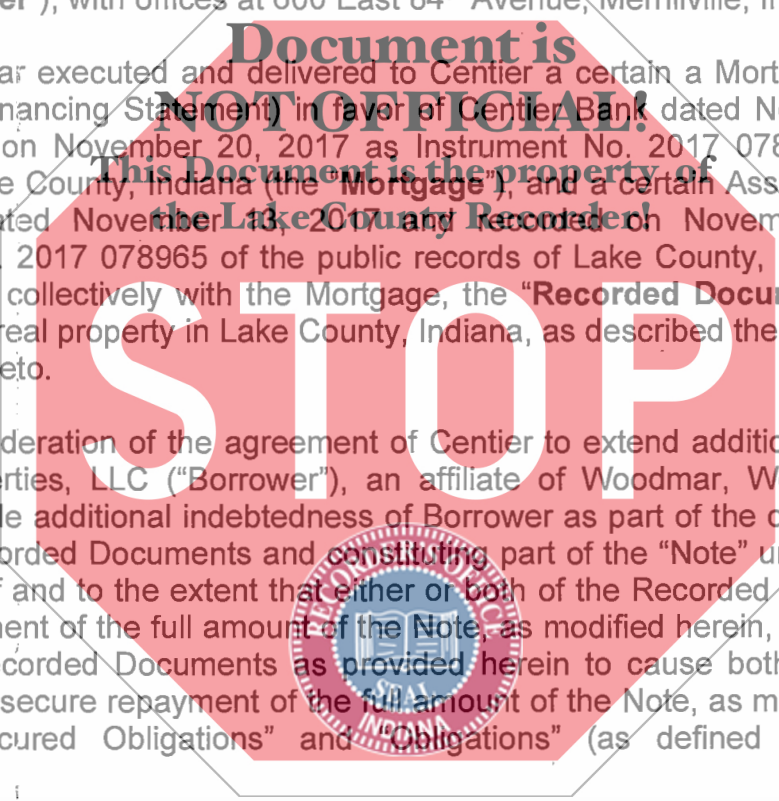
B. As of the date hereof, Centier is making a loan to ADK Properties, LLC, an affiliate of Mortgagor, in the maximum principal amount of \$3,823,000.00 (the "**Loan**").

M1-2. Effective as of the date of this Modification, Section 1.6 of the Mortgage is deleted in its entirety and the following is inserted in its place:

MERIDIAN TITLE CORPORATION
HAS MADE AN ACCOMODATION
RECORDING OF THIS DOCUMENT

19-30584

This document is being re-recorded to correct a scrivener's error on page 3



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Handwritten signatures and initials, including '9/5/19' and '6675'.

1.6 "Note" will mean that certain Promissory Note dated as of the Modification Date, in the principal amount of \$3,823,000.00, drawn by ADK Properties, LLC to the order of Centier, with a final payment due on December 31, 2020 ("Note") and all allonges, modifications, amendments, supplements, replacements, and restatements thereto or thereof, whether or not contemplated hereby.

M1-3. Effective as of the date of this Modification, subparagraphs (a) and (b) of Section 1.9 of the Mortgage are deleted in their entirety and the following are inserted in their place:

(a) the total amount secured hereby, including but not limited to such future obligations and/or advances, along with the amount of the Loan and all other amounts payable pursuant to the Note as presently in effect, will not exceed \$7,646,000.00, whether made as an obligation, made at the option of Centier, made after a reduction to a zero (0) or other balance, or made otherwise, and

(b) not in limitation of the foregoing, the total amount of all future obligations of Mortgagor to Centier and all future advances by Centier to Mortgagor secured hereby (excluding all amounts presently owing and all interest and expenses with respect thereto) will not exceed \$3,823,000.00, whether made as an obligation, made at the option of Centier, made after a reduction to a zero (0) or other balance, or made otherwise.

M1-4. Effective as of the date of this Modification, paragraph B(1) of the Rent Assignment is deleted in its entirety and the following is inserted in its place:

(1) the repayment of the indebtedness evidenced by that certain Promissory Note dated as of the Modification Date, in the principal amount of \$3,823,000.00, drawn by ADK Properties, LLC to the order of Centier, with a final payment due on December 31, 2020 ("Note"), with interest thereon, and all renewals, extensions, rewrites, refinances, modifications, consolidations and replacements thereof and substitutions therefor;

M1-5. Except as specifically provided herein, the Recorded Documents will remain in full force and effect.

[Signatures follow]

IN WITNESS WHEREOF, Woodmar has executed this Modification of Collateral Documents on the date first written above.

Borrower:

WOODMAR PLAZA LLC, an Indiana limited liability company

By: A.P.A. Development LLC, an Indiana limited liability company, its sole Member

By: 
Alan D. Krygier, its Manager

STATE OF IN
COUNTY OF Lake

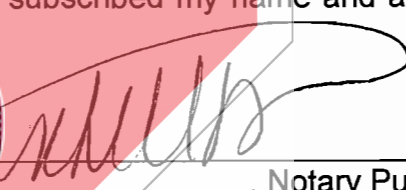
Document is NOT OFFICIAL!

BEFORE ME, the undersigned, a Notary Public, on June 7, 2019, personally appeared Alan D. Krygier, personally known to me to be the same person whose name is subscribed to the foregoing document as Manager of A.P.A. Development LLC, as Member of Woodmar Plaza LLC, and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that such person has affixed such person's name to and delivered said document as such person's own free and voluntary act and as the free and voluntary act of said entities for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

"Official Seal"
Michelle L. Norman
Notary Public, State of Indiana
Resident of Lake Co., IN
My commission expires
December 8, 2024



, Notary Public

Commission Expires: _____ County of Residence: _____

Centier:

CENTIER BANK, an Indiana state bank

By: 
Timothy Nelson, Vice President

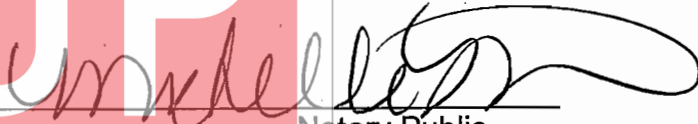
STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

BEFORE ME, the undersigned, a Notary Public, on June 7, 2019, personally appeared Timothy A. Nelson, personally known to me to be the same person whose name is subscribed to the foregoing document as Vice President of Centier Bank, and being first duly sworn by me upon oath, acknowledged that such person has read and understands the foregoing and that such person has affixed such person's name to and delivered said document as such person's own free and voluntary act and as the free and voluntary act of said entity for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.



"Official Seal"
Michelle L. Norman
Notary Public, State of Indiana
Resident of Lake Co., IN
My commission expires
December 8, 2024


Notary Public

Commission Expires: _____ County of Residence: _____



This instrument was prepared by: Demetri J. Retson
Krieg DeVault LLP
8001 Broadway, Suite 400
Merrillville, Indiana 46410-5552
219-227-6089

The foregoing preparer states as follows:

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.

EXHIBIT A

Legal Description of Premises

Parcel 1

Lot 8, in Rubloff Subdivision, an Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 82, Page 41, as amended by the Replat of Rubloff Subdivision, recorded in Plat Book 83, Page 79, and by Certificate of Amendment recorded February 26, 1998 as Document No. 98013554, as to Lots 1 and 8, and is not applicable to Lots 2, 3, 4, 5, 6, 7, Outlot A or Outlot B, in the Office of the Recorder of Lake County, Indiana.

Parcel 2

Outlot "B", in Rubloff Subdivision, an Addition to the City of Hammond, as per plat thereof, recorded in Plat Book 82, Page 41, as amended by the Replat of Rubloff Subdivision, recorded in Plat Book 83, Page 79, in the Office of the Recorder of Lake County, Indiana.

Parcel 3

Together with the beneficial non-exclusive easements for access as set forth Declaration of Covenants, Conditions Restrictions and Reciprocal Easement for Hammond Oak Shopping Center by Rubloff-Hammond, L.L.C. dated April 18, 1997 and recorded April 24, 1997 as Instrument Number 97025605, and rerecorded May 6, 1997 as Instrument Number 97028420; as assigned by Assignment of Declarant's Rights to Rubloff-Hammond II, L.L.C. dated April 20, 1999 and recorded April 30, 1999 as Instrument Number 99037124; as amended by First Amendment to Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements for Hammond Oak Shopping Center dated April 20, 1999 and recorded April 30, 1999 as Instrument Number 99037126; as further amended by Second Amendment to Declaration of Covenants, Conditions Restrictions and Reciprocal Easements for Hammond Oak Shopping Center dated March 1, 2003 and recorded June 10, 2004 as Instrument Number 2004-049029; and as further amended by Third Amendment to Declaration of Covenants, Conditions Restrictions and Reciprocal Easements for Hammond Oak Shopping Center dated March 10, 2005 and recorded March 23, 2005 as Instrument Number 2005-022438 of the Lake County, Indiana Recorder's Office.