

2019-086190

2019 Dec 13

9:01 AM

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

**AMENDMENT TO MORTGAGE
(Indiana)**

25-692763 MS
2572250 25

This Amendment to Mortgage (the "Amendment"), is made and entered into by Williamson Property Management, LLC (the "Mortgagor", whether one or more) and U.S. Bank National Association (the "Bank"), as of the date set forth below.

RECITALS

A. Mortgagor or its predecessor in interest executed a mortgage, originally dated or amended or restated as of August 25, 2014 (as amended and/or restated, the "Mortgage"). The "Land" (defined in the Mortgage) subject to the Mortgage is legally described in Exhibit A attached hereto.

Address: 11043 Broadway, Crown Point, Indiana 46307
PIN #: 45-16-10-102-017.000-042 and 45-16-10-102-018.000-042

B. The Mortgage was originally recorded in the office of the County Recorder for Lake County, Indiana, on September 5, 2014, as Document No. 2014053756, and/or in Book/Volume/Reel _____, on Page/Image _____.

C. Mortgagor has requested that Bank permit certain modifications to the Mortgage as described below.

D. Bank has agreed to such modifications, but only upon the terms and conditions outlined in the Amendment.

TERMS OF AGREEMENT

In consideration of the recitals and mutual covenants contained herein, and for other good and valuable consideration, Mortgagor and Bank agree as follows:

Capitalized terms used in this Amendment but not defined in this Amendment shall have the meanings ascribed to them in the Mortgage.

Compliance with Laws & Restrictions. All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Mortgagor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements. This provision is in addition to and not in limitation of any existing provisions in the Mortgage.

Fees and Expenses. Mortgagor will pay all fees and expenses (including attorneys' fees) in connection with the preparation, execution and recording of the Amendment.

Effectiveness of Prior Document. Except as provided in the Amendment, all terms and conditions contained in the Mortgage remain in full force and effect in accordance with their terms; and nothing herein will affect the priority of

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the Mortgage. All warranties and representations contained in the Mortgage are hereby reconfirmed as of the date hereof. All collateral previously provided to secure the Note continues as security, and all guaranties guaranteeing obligations under the Note remain in full force and effect. This is an amendment, not a novation.

Amended Note Controls. In the event of any inconsistency between the Note and any related loan agreement, as amended, and the Mortgage, as amended, the terms of the amended Note and any such related loan agreement shall control.

No Waiver of Defaults; Warranties. The Amendment shall not be construed as or be deemed to be a waiver by Bank of existing defaults by Mortgagor whether known or undiscovered. All agreements, representations and warranties made herein shall survive the execution of the Amendment.

Counterparts. The Amendment may be signed in any number of counterparts, each of which will be considered an original, but when taken together will constitute one document.

Receipt of Copy. Mortgagor hereby acknowledges the receipt of a copy of the Amendment to Mortgage together with a copy of each promissory note secured hereby.

Electronic Records. Bank may, on behalf of Mortgagor, create a microfilm or optical disk or other electronic image of the Amendment. Bank may store the electronic image of such Amendment in its electronic form and then destroy the paper original as part of Bank's normal business practices, with the electronic image deemed to be an original.

Authorization. Mortgagor represents and warrants that the execution, delivery and performance of the Amendment and the documents referenced to herein (i) are within Mortgagor's power; (ii) do not require the approval of any governmental agency; and (iii) will not violate any law, agreement or restriction by which Mortgagor is bound. Mortgagor has all requisite power and authority and possesses all licenses necessary to conduct its business and own its properties. Each Mortgagor which is not a natural person is validly existing and in good standing under the laws of its state of organization, and the Amendment and the documents referenced to herein have been authorized by all appropriate entity action.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS AGREEMENT MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT.

Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to the Amendment, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed the Amendment on the date shown in the notarial acknowledgment, effective as of September 6, 2019.

MORTGAGOR:

Williamson Property Management, LLC
a/an Indiana Limited Liability Company

By: Annette J. Williamson, Member
Name and Title: **Annette J. Williamson, Member**

BANK:

U.S. Bank National Association

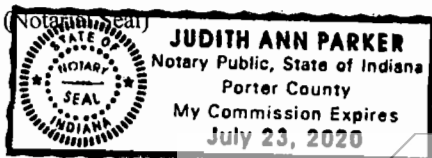
By: Casey Singleton, Officer
Name and Title: **Casey Singleton, Officer**

BANK ADDRESS: 400 City Center, Oshkosh, WI 54901

MORTGAGOR NOTARIZATION

STATE OF Indiana)
) ss.
COUNTY OF Porter)

This instrument was acknowledged before me on September 19, 2019, by Annette J Williamson, as Member of Williamson Property Management, LLC.

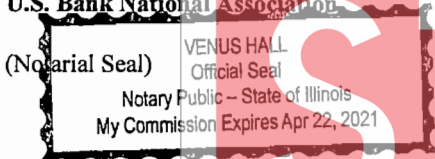


Judith A. Parker
Printed Name: JUDITH A. PARKER
Notary Public, State of: Indiana
Notary Public, County of Residence: Porter
My commission expires: July 23, 2020



STATE OF Ill)
) ss.
COUNTY OF Cook)

This instrument was acknowledged before me on 11/18/2019, by Casey Singleton, as Officer of U.S. Bank National Association.



Venus Hall
Printed Name: Venus Hall
Notary Public, State of: ILL
Notary Public, County of Residence: Cook
My commission expires: April 22 2021

This instrument was prepared by Casey Singleton on behalf of U.S. Bank National Association.

After recording return to U.S. Bank National Association, Collateral Department, P.O. Box 3487, Oshkosh, WI 54903-3487.

**EXHIBIT A TO AMENDMENT TO MORTGAGE
(Legal Description)**

Mortgagor: Williamson Property Management, LLC

Bank: U.S. Bank National Association

Legal Description of Land:

DO NOT USE. PLEASE SEE ATTACHED EXHIBIT A.

Also known as: 11043 Broadway, Crown Point, Indiana



EXHIBIT A TO AMENDMENT TO MORTGAGE
(Legal Description)

Mortgagor: Williamson Property Management, LLC

Bank: U.S. Bank National Association

Legal Description of Land:

Units 8-A and 8-B, On Broadway Condominium Horizontal Property Regime, as created by Declaration recorded February 8, 2002 as Document No. 2002 014492 and Amended Declaration recorded November 8, 2002 as Document No. 2002 102474 and further amended by the Sixth Amendment to the Declaration, recorded August 6, 2004 as Document No. 2004 066540 and Floor Plans recorded August 6, 2004, in Plat Book 95 page 90, in the Office of the Recorder of Lake County, Indiana, and the undivided interest in the common elements appertaining thereto.

Also known as: 11043 Broadway, Crown Point, Indiana



AFFIRMATION AND STATEMENT
(in accordance with I.C. 36-2-7.5-5)

In accordance with Indiana Code section 36-2-7.5-5, the undersigned hereby makes the following affirmation and statement about the document which is presented for recording with this Affirmation:

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.

Date: 9/18/19

