

RECORDATION REQUESTED BY:
Peoples Bank SB
Munster Banking Center/Loan Center
9204 Columbia Ave
Munster, IN 46321

2019-086459

2019 Dec 13 11:22 AM

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 10, 2019, is made and executed between 1206 Elliott LLC, whose address is 1206 Elliott Dr, Munster, IN 46321 (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 February 22, 2019 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on February 25, 2019 as document number 2019 011373 and modified on April 25, 2019 and recorded on May 3, 2019 as document number 2019 026038 and modified on November 12, 2019 and recorded on November 15, 2019 as document number 2019 079208 in the Office of the Recorder of Lake County, Indiana.

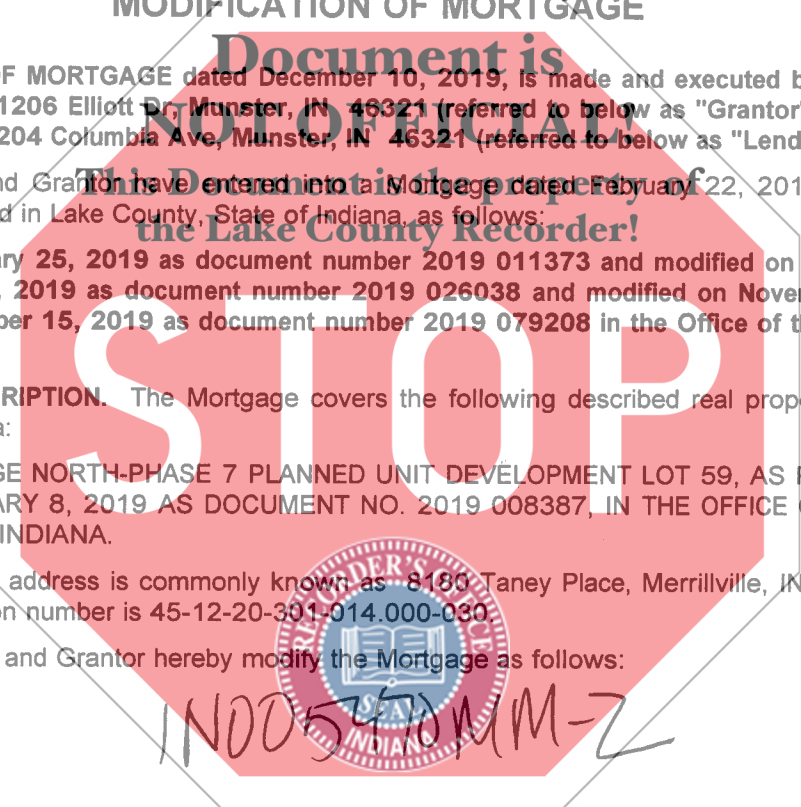
REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Lake County, State of Indiana:

LOT 59 IN HERITAGE NORTH-PHASE 7 PLANNED UNIT DEVELOPMENT LOT 59, AS PER PLAT THEREOF RECORDED FEBRUARY 8, 2019 AS DOCUMENT NO. 2019 008387, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 8180 Taney Place, Merrillville, IN 46410. The Real Property tax identification number is 45-12-20-301-014.000-030.

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

Greater Indiana Title Company



IND05470MM-2

25-AM
32810

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 60500028417-3

Page 2

Modification to Maturity Date. The Maturity Date of the Mortgage is hereby amended from November 22, 2019 to be December 10, 2029.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain 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 endorsers 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 DECEMBER 10, 2019.

GRANTOR:

1206 ELLIOTT LLC

By: 
Robert A Sutter, Member of 1206 Elliott LLC

By: 
Oliver S Sutter, Member of 1206 Elliott LLC

LENDER:

PEOPLES BANK SB

x 
Kevin Crose, Vice President, Business Banker



MODIFICATION OF MORTGAGE
(Continued)

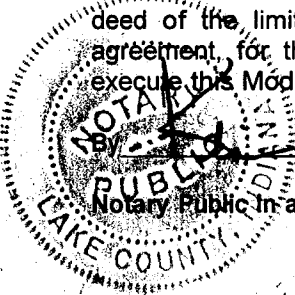
Loan No: 60500028417-3

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

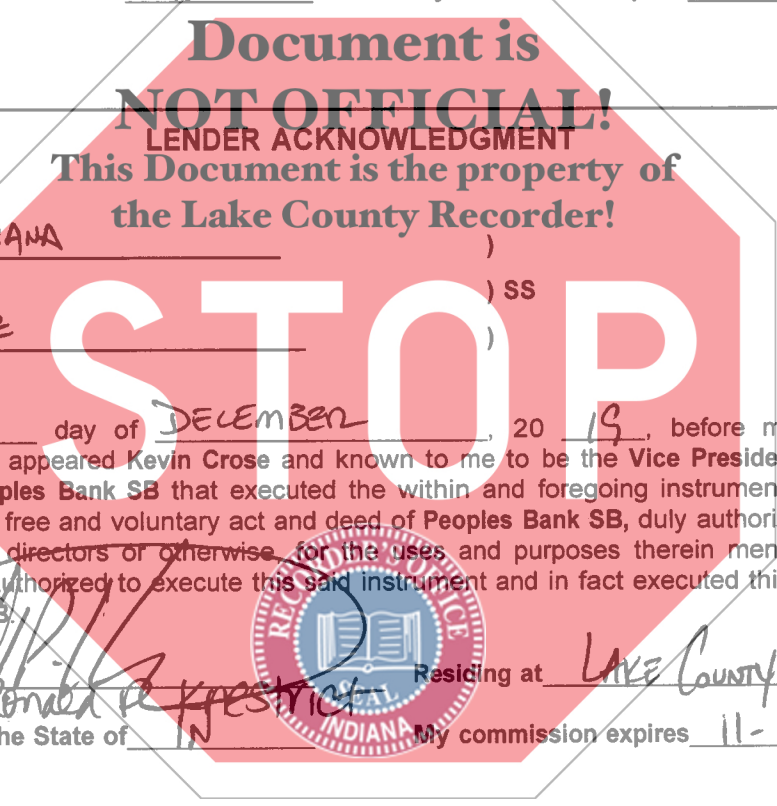
STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 10th day of DECEMBER, 20 19, before me, the undersigned Notary Public, personally appeared **Robert A Sutter, Member of 1206 Elliott LLC and Oliver S Sutter, Member of 1206 Elliott 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.



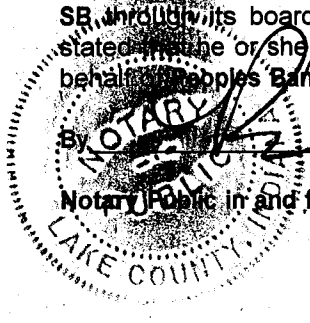
Kevin William Crose
Notary Public in and for the State of IN

Residing at LAKE COUNTY
My commission expires 10-12-22



STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 10TH day of DECEMBER, 20 19, before me, the undersigned Notary Public, personally appeared **Kevin Crose** 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**.



Ronald R Krestick
Notary Public in and for the State of IN

Residing at LAKE COUNTY
My commission expires 11-17-22

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 60500028417-3

Page 4

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 (Brittany Nieman, Commercial Loan Processor).

This Modification of Mortgage was prepared by: Brittany Nieman, Commercial Loan Processor

Peoples Bank 9204 Columbia Ave Murstein 46321

