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**RECORDATION REQUESTED BY:** 

Peoples Bank SB Munster Banking Center/Loan Center 9204 Columbia Ave Munster, IN 46321 2020-028059

2020 May 21

8:47 AM

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



This Document is the property of the Lake County Recorder!

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 16, 2020, is made and executed between DZ Properties LLC, whose address is 9565 N industrial Dr, St John, IN 46373 (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 December 30, 2010 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on January 12, 2011 as Document Number 2011 001988 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 55, EXCEPT THE SOUTH 10.15 FEET, ALL OF LOT 56 AND THE SOUTH 14.85 FEET OF LOT 57, IN BLOCK 18, IN HART'S ADDITION TO DYER, AS PER PLAT THEREOF, RECORDED IN MISCELLANEOUS RECORD "A" PAGE 484, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 2121 Gettler St, Dyer, IN 46311. The Real Property tax identification number is 45-10-13-126-003.000-034.

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

Modification to Maturity. The Maturity Date is hereby amended to be February 16, 2023.

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

#176704 &M

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 60500014322-3

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 FEBRUARY 16, 2020.

GRANTOR:

This Decrement is the property of

DZ PROPERTIES LLC

By:
Donald E. Bates Jr , Member of DZ Properties LLC

By:
Ezequiel Hinojosa, Member of DZ Properties LLC

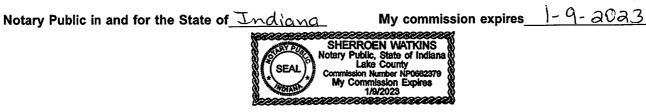
LENDER:

PEOPLES BANK SB

Daniel Duncan, Vice President, Business Banker

Loan No: 60500014322-3

| LIMITED LIABILITY COMPANY ACKNOWLEDGMENT   |  |   |  |  |
|--|--|---|--|--|
| COUNTY OF Lake   | )<br>) SS  |   | No.  | SEAL<br>GRALSKI<br>IC - INDIANA  |
| county of <u>lake</u>  | )  |   | o) ily (com), Expin  | ≈ Nov. 9, 2023 (   |
| Notary Public, personally appeared Donald E Bates Jr, Member of DZ Properties LLC, and known to me to be company that executed the Modification of Mortgage any coluntary act and deed of the limited liability company, by operating agreement, for the uses and burposes therein members are the second secon | members or de de acknowledge authority of stentioned, and de land of the members and de land of the members and de land of the | Properties LI<br>signated age<br>d the Modific<br>atute, its arti | C and Ezequents of the line cation to be cless of organd that they are | iel Hinojosa,<br>nited liability<br>the free and<br>ization or its<br>e authorized |
| This Document is the Lake Count Notary Public in and for the State of  | the proper   | ty of lake  | <u>Co.</u>   | 2023   |
| Notary Public III and for the state of   | my commission  |   |  |  |
| LENDER ACKNOT  | WLEDGMEN   | T   |  |  |
| COUNTY OF Lawe   | )<br>) ss<br>)   |   |  |  |
| Notary Public, personally appeared Daniel Duncan and know authorized agent for Peoples Bank SB that executed the said instrument to be the free and voluntary act and deed SB through its board of directors or otherwise, for the stated that he or she is authorized to execute this said instrument of Peoples Bank SB.   | within and for<br>of <b>Peoples Ban</b><br>uses and purp   | regoing instru<br>k SB, duly au<br>oses therein                   | ument and acult<br>uthorized by F<br>mentioned,                        | cknowledged<br>Peoples Bank<br>and on oath   |



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

