

5

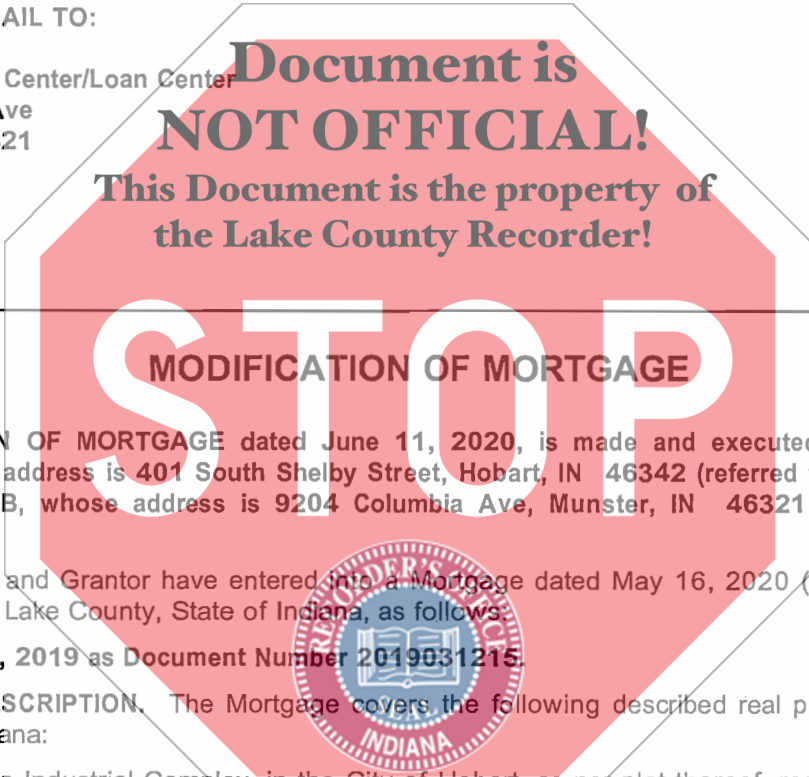
2020-044571

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

2020 Jul 15 10:41 AM

ll

WHEN RECORDED MAIL TO:
Peoples Bank SB
Munster Banking Center/Loan Center
9204 Columbia Ave
Munster, IN 46321



THIS MODIFICATION OF MORTGAGE dated June 11, 2020, is made and executed between JD X-press Storage LLC, whose address is 401 South Shelby Street, Hobart, IN 46342 (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 May 16, 2020 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

recorded May 24, 2019 as Document Number 2019031215.

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

Lot 7 in Garcher's Industrial Complex, in the City of Hobart, as per plat thereof, recorded in Plat Book 40, page 113, in the Office of the Recorder of Lake County, Indiana.

The Real Property or its address is commonly known as 401 South Shelby Street, Hobart, IN 46342. The Real Property tax identification number is 45-09-33-176-001.000-018.

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

To increase the principal balance to \$850,000.00. To extend the maturity date to June 11, 2030.

IND05823MM-1

Greater Indiana Title Company

25"
36027
D

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 60500028861-3

Page 2

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 JUNE 11, 2020.

GRANTOR:

JD X-PRESS STORAGE LLC

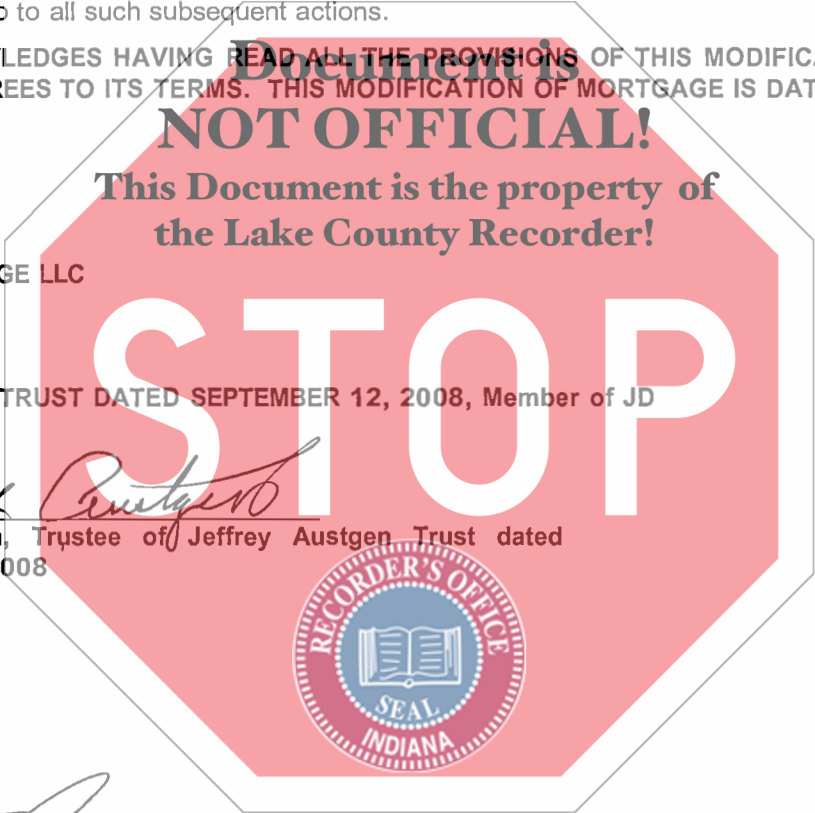
JEFFREY AUSTGEN TRUST DATED SEPTEMBER 12, 2008, Member of JD X-press Storage LLC

By: *Jeffrey Austgen*
Jeffrey Austgen, Trustee of Jeffrey Austgen Trust dated September 12, 2008

LENDER:

PEOPLES BANK SB

X *Paul Rodriguez*
Paul Rodriguez, AVP Business Banker



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 60500028861-3

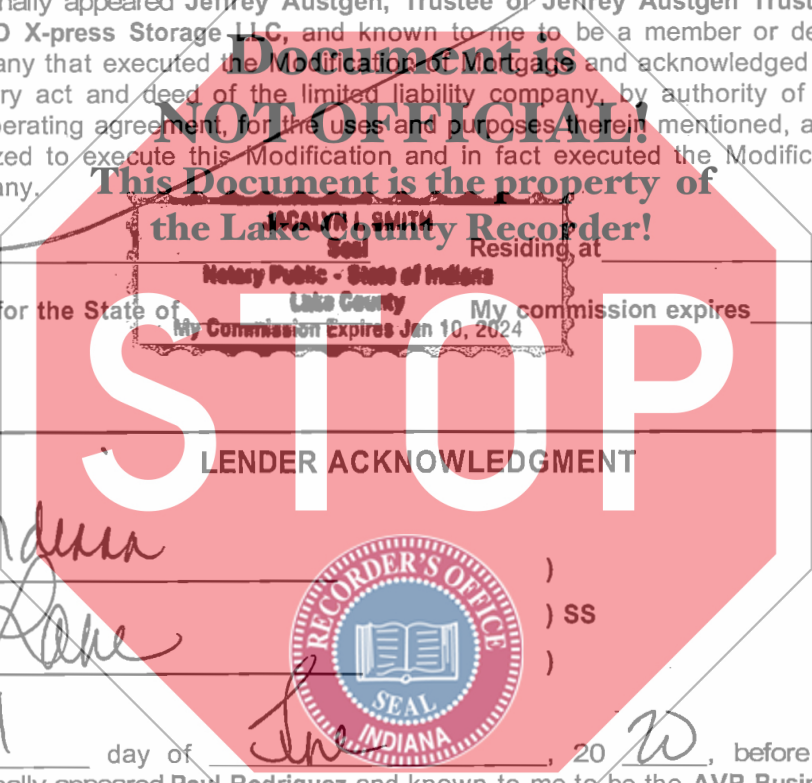
Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 11 day of June, 20 20, before me, the undersigned Notary Public, personally appeared Jeffrey Austgen, Trustee of Jeffrey Austgen Trust dated September 12, 2008, Member of JD X-press Storage LLC, and known to me to be a member or designated agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By [Signature]
Notary Public in and for the State of Lake County My commission expires Jan 10, 2024

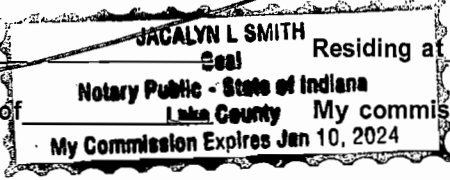


LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 11 day of June, 20 20, before me, the undersigned Notary Public, personally appeared Paul Rodriguez and known to me to be the AVP 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.

By [Signature]
Notary Public in and for the State of Lake County My commission expires Jan 10, 2024



**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 60500028861-3

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 (Traci Wittkamp, Commercial Processor).

This Modification of Mortgage was prepared by: Traci Wittkamp, Commercial Processor

Peoples Bank SB 924 Columbia Ave., Muncie IN 46321



RECORDING PAGE

