

GINA PIMENTEL  
RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2022-001311

8:50 AM 2022 Jan 14

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## SECOND MODIFICATION TO COMMERCIAL REAL ESTATE MORTGAGE FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE MORTGAGE

This Second Modification to Commercial Real Estate Mortgage (this "**Second Modification**") is made as of November 1, 2021 (the "**Effective Date**"), by and between **GRACE MANUFACTURING, INC.**, an Arkansas corporation, whose address is 614 SR 247, Russellville, AR 72801 ("**Mortgagor**"), and **CENTENNIAL BANK**, which is organized and existing under the laws of the State of Arkansas and whose address is Russellville-North Arkansas Avenue Branch, 401 North Arkansas Avenue, Russellville, AR 72801 (together with its successors and assigns, "**Lender**").

As of October 19, 2015, Mortgagor executed and delivered to Lender that certain Commercial Real Estate Mortgage dated October 19, 2015, recorded in the Office of the Recorder of Lake County, Indiana on November 9, 2015 as Document Number 2015 075314 (the "**Original Security Instrument**"), which was modified by that certain Modification to Commercial Real Estate Mortgage dated November 1, 2018, and recorded December 5, 2018 as Document Number 2018 083999 (the "**First Modification**"). The Original Security Instrument, as modified by the First Modification (collectively, the "**Existing Security Instrument**"), encumbers the real estate described as follows:

Lots 31, 32, 33, 34, 35, 36, 37, 38, 51, 52, 53, 54 and the North Half of Lot 50 in Block 5 in the First Subdivision to East Gary, as per plat thereof, recorded in Plat Book 7, page 9, in the Office of the Recorder of Lake County, Indiana.

Address: DeKalb Street, Lake Station, Indiana

Parcel ID Numbers: 45-09-18-353-059.000-021; 45-09-18-353-058.000-021;  
45-09-18-353-057.000-021; 45-09-18-353-056.000-021;  
45-09-18-353-055.000-021; 45-09-18-353-054.000-021;  
45-09-18-353-053.000-021; 45-09-18-353-052.000-021;  
45-09-18-353-051.000-021; 45-09-18-353-050.000-021;  
45-09-18-353-037.000-021; 45-09-18-353-036.000-021;  
45-09-18-353-035.000-021; 45-09-18-353-034.000-021

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other

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rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter collectively called the "**Property**").

Pursuant to a certain Change in Terms Agreement dated of even date herewith and executed by Mortgagor and by Lender, which again modifies that certain Promissory Note dated October 19, 2015, executed by Mortgagor and Lender (collectively, the "**Loan Agreement**"), Lender has agreed to certain modifications to the original Promissory Note including but not limited to modifying the Maturity Date of the Loan Agreement.

If and to the extent that the Existing Security Instrument does not secure repayment of all amounts payable by Mortgagor to Lender, the parties wish to modify the Existing Security Instrument as provided herein to cause the Security Instrument (as hereinafter defined) to secure repayment of the Loan Agreement and all other "**Indebtedness**" as defined in the Existing Security Instrument.

**NOW THEREFORE**, in consideration of the agreement of Lender to execute the Change in Terms Agreement and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Effective as of the date of this Second Modification, the "**Security Instrument**" will mean that certain Original Security Instrument described above, as modified by the First Modification, and as again modified by this Second Modification.
2. Effective as of the date of this Second Modification, the Maturity Date of the Indebtedness under the Security Instrument shall be due on November 1, 2024.
3. Except as specifically provided herein, the Existing Security Instrument will remain in full force and effect.

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# NOT AN OFFICIAL DOCUMENT

Lender:

**CENTENNIAL BANK**, organized and existing under the laws of the State of Arkansas

By: *Todd Meimerstorf*  
Todd Meimerstorf, Market President

STATE OF ARKANSAS    )  
                                  ) SS:  
COUNTY OF Pope    )

**BEFORE ME**, the undersigned, a Notary Public, on December 27, 2021, personally appeared Todd Meimerstorf, personally known to me to be the same person whose name is subscribed to the foregoing Second Modification to Commercial Real Estate Mortgage, as Market President of Centennial Bank, and being first duly sworn by me upon oath, acknowledged that he has read and understands the foregoing and that he has affixed his name to and delivered said document as his 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.



*Carmen Schumann*  
CARMEN SCHUMANN, Notary Public

Commission Expires: 7-8-2023 County of Residence: Pope

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. /s/ Mark R. Anderson

This instrument prepared by: Mark R. Anderson, #21524-53, Anderson & Anderson, P.C., 9211 Broadway, Merrillville, IN 46410, (219) 769-1892, using the First Modification to Commercial Real Estate Mortgage recorded in the Office of the Lake County Recorder as Document Number 2018 083999 as a reference. No current title search report was provided, and Mark R. Anderson made no independent review of the current status of the title of the above-described Property. ←

AFTER RECORDING RETURN TO:    **CENTENNIAL BANK**  
Russellville-North Arkansas Avenue Branch  
1221 ~~407~~ North Arkansas Ave.  
Russellville, AR 72801  
Attention: \_\_\_\_\_