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GINA PIMENTEL  
RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2022-010103

8:34 AM 2022 Mar 16

WHEN RECORDED MAIL TO:

Peoples Bank  
Munster Banking Center/Loan Center  
9204 Columbia Ave  
Munster, IN 46321



**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated March 1, 2022, is made and executed between F & H Properties Inc., whose address is 219 N Main St Unit C, Crown Point, IN 46307 (referred to below as "Grantor") and Peoples Bank, whose address is 9204 Columbia Ave, Munster, IN 46321 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 28, 2017 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

recorded October 4, 2017 as Document No. 2017067510.

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

See Addendum A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 915 Lake St. & 123 N. Main St. Units 102, 209 & 303, Crown Point, IN 46307. The Real Property tax identification number is 45-16-18-280-008.000-042, 45-16-08-136-003.000-042, 45-16-08-136-004.000-042 & 45-16-08-136-009.000-042.

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

to extend the maturity date to March 28, 2029.

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# NOT AN OFFICIAL DOCUMENT

## MODIFICATION OF MORTGAGE

Loan No: 60500022334-6

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**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 MARCH 1, 2022.**

**GRANTOR:**

**F & H PROPERTIES INC.**

By:   
Thomas Fleming, President of F & H Properties Inc.

By:   
Timothy G. Henderlong, Secretary of F & H Properties Inc.

**LENDER:**

**PEOPLES BANK**

X   
Gregory Bracco, SVP, Chief Business Banking Officer

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## MODIFICATION OF MORTGAGE

Loan No: 60500022334-6

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### CORPORATE ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 14 day of March, 20 22, before me, the undersigned Notary Public, personally appeared **Thomas Fleming, President of F & H Properties Inc. and Timothy G. Henderlong, Secretary of F & H Properties Inc.**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, 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 corporation.

By Gregory Bracco Residing at Lake  
Notary Public in and for the State of IN My commission expires 4-9-2023

### LENDER ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 14 day of March, 20 22, before me, the undersigned Notary Public, personally appeared **Gregory Bracco** and known to me to be the **SVP, Chief Business Banking Officer**, authorized agent for **Peoples Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Peoples Bank**, duly authorized by **Peoples Bank** 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**.

By Traci Wittkamp Residing at Lake  
Notary Public in and for the State of IN My commission expires 10-27-2023



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## MODIFICATION OF MORTGAGE

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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, Officer, Commercial Processor).

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

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Property of Lake County Recorder

# NOT AN OFFICIAL DOCUMENT

## EXHIBIT "A" Legal Description

For APN/Parcel ID(s): 45-16-18-280-008.000-042

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Parcel 1:

Lot 47 in Old Town Unit 1, as per plat thereof, recorded in Plat Book 101 page 97, in the Office of the Recorder of Lake County, Indiana

Parcel 2:

Unit 1B, 2A and 3B in New Town West Condominium, a Horizontal Property Regime, in the City of Crown Point, as created by Declaration of Condominium Ownership for New Town West Condominium, recorded December 8, 2008 as Document No. 2008 082666, and Second Amendment thereto recorded December 30, 2010 as Document No. 2010 077425 and Site Plan recorded December 30, 2010 in Plat Book 104, page 85, and Third Amendment thereto and Site Plan recorded September 26, 2011 as Document No. 2011 052849 and re-recorded October 7, 2011 as Document No. 2011 055614, in the Office of the Recorder of Lake County, Indiana, together with an undivided interest in the Common Elements appertaining thereto.