

# NOT AN OFFICIAL DOCUMENT

2022-546847  
11/22/2022 01:52 PM  
TOTAL FEES: 25.00  
BY: JAS  
PG #: 9

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
RECORDER

**RECORDATION REQUESTED BY:**

Centier Bank  
600 84<sup>th</sup> Avenue  
Merrillville, Indiana 46410

**WHEN RECORDED MAIL TO:**

Centier Bank  
600 84<sup>th</sup> Avenue  
Merrillville, Indiana 46410

**INDIANA REAL ESTATE**

TAX PIN(s). See Tax PIN(s) included in Real Property Legal Description herein

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**AMENDMENT TO  
ASSIGNMENT OF RENTS AND LEASES**

THIS AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES ("**Assignment**") is made as of November 7, 2022, between **CEDAR LAKE DEVELOPMENT LLC**, an Indiana limited liability company ("**Assignor**"), having its principal place of business at 8051 Wicker Avenue, Suite A, St. John, Indiana 46373, in favor of **CENTIER BANK**, having its principal place of business at 600 84<sup>th</sup> Avenue, Merrillville, Indiana 46410 ("**Lender**").

**RECITALS:**

- A. The Assignor is the title holder of record of the Real Property (defined below) in Lake County, Indiana.
- B. The Assignor granted Lender a certain ASSIGNMENT OF RENTS AND LEASES dated as of April 15, 2022, and recorded with the Lake County Recorder's Office on April 18, 2022, as Document #2022-516275 with respect to certain Real Property of Assignor and more particularly described therein (the "Existing Assignment") to secure certain indebtedness, obligations and liabilities of the Assignor to the Lender.
- C. Pursuant to certain Promissory Notes (defined below), a commercial real estate loan facility, and a Guidance Line of Credit Agreement (defined below), Lender shall provide a line of credit to Borrower in the maximum principal amount of THIRTY-EIGHT MILLION and 00/100 DOLLARS (\$38,000,000.00) ("**Loan**"). The Property described herein, together with other property, is collateral for the Loan.

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D. The Loan is evidenced by a Guidance Line of Credit Note dated September 11, 2020, as amended on December 9, 2020, as amended and restated by that Amended and Restated Guidance Line of Credit Note dated August 19, 2021, as amended and restated by the Second Amended and Restated Guidance Line of Credit Note dated April 15, 2022, and as amended and restated by that Third Amended and Restated Guidance Line of Credit Note as of the date hereof in the maximum principal amount of THIRTY-EIGHT MILLION and 00/100 DOLLARS (\$38,000,000.00) (together with all amendments, restatements, replacements, renewals, extensions, modifications, consolidations, increases, substitutions and refinancings, the "Note"), executed and delivered by the Borrower to the order of Lender and by that certain Guidance Line of Credit Agreement dated as of September 11, 2020, amended by that First Amendment to Guidance Line of Credit Agreement dated as of December 9, 2020, amended by that Second Amendment to Guidance Line of Credit Agreement dated as of August 19, 2021, amended by that Third Amendment to Guidance Line of Credit Agreement dated as of April 15, 2022, and amended by that Fourth Amendment to Guidance Line of Credit Agreement dated of even date herewith (together with all amendments, restatements, replacements, renewals, extensions, modifications, consolidations, increases, substitutions and refinancings, collectively, the "Loan Agreement"), by Borrower and Lender, and is secured by the Mortgage and certain additional security documents and instruments.

E. The Note and Loan Agreement are incorporated herein by this reference. Reference is made to the Loan Agreement for a complete statement of the terms and conditions of the Guidance Line of Credit, and payment thereof. The Mortgage, the Note, the Loan Agreement, and all other documents and instruments heretofore, now or hereafter given as security for, to guarantee the payment of, or to perfect or continue the lien or security interest thereby created to secure the Indebtedness, obligations and all liabilities of Borrower to Lender, and any other documents, instruments and agreements executed in connection therewith and all amendments, modifications, restatements, replacements, consolidations, substitutions, renewals, extensions, and increases to any of the foregoing, whether heretofore or hereafter existing, and whether primary or secondary, direct or indirect, absolute or contingent are herein collectively referred to as the "Loan Documents." The Assignment is given as equal security to all other collateral security for all of the Indebtedness, obligations and liabilities of Borrower, without preference or priority by reason of priority of time or of the negotiation hereof or otherwise.

F. As a condition of the Loan and financial assistance to Borrower, Lender and Assignor have agreed to execute and deliver this Amendment to the Existing Assignment on the Property (defined below). Assignor is willing and has granted this Amendment to the Existing Assignment as security for the Indebtedness (defined below), including, without limitation, the Loan and all accrued interest thereon, and has also granted a security interest in all the rights, powers, privileges, title and beneficial interest of Assignor therein, upon the terms and provisions hereinafter set forth.

G. Now therefore, the Assignor and Lender desire to amend the Existing Assignment in the manner as hereinafter set forth.

## AGREEMENTS:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meanings given them in the Existing Assignment.

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2. Amendment to Existing Assignment. The Premises legally described following the signature page of the in the Existing Assignment under the heading 'Real Property Legal Description' shall be replaced with the 'Real Property Legal Description' attached hereto and made a part hereof.

3. Ratification. The Assignor and Lender each agree that, except as amended hereby, the Existing Assignment shall remain in full force and effect and is in all other respects ratified and confirmed.

[SIGNATURE PAGES FOLLOW]

Property of Lake County Recorder



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## [SIGNATURE PAGE OF LENDER]

IN WITNESS WHEREOF, CENTIER BANK, an Indiana state bank, has caused this Amendment to Assignment of Rents and Leases to be signed and attested and its company seal to be hereunder affixed by its duly authorized representative as of November 7, 2022, pursuant to proper authority granted.

**CENTIER BANK**

By:   
Name: JENNIFER L. WILLIS  
Its: Senior Vice President

STATE OF INDIANA )  
) SS  
COUNTY OF Lake )



The undersigned, a notary public in and for said County and State, DOES HEREBY CERTIFY that JENNIFER L. WILLIS, personally known to me to be a senior vice president of CENTIER BANK ("Bank"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as authorized representative of said Bank, she signed and delivered the said instrument pursuant to authority given by the Bank, as her free and voluntary act, and as the free and voluntary act and deed of the Bank, for the uses and purposes therein set forth.

Given under my hand and official seal as of November 7<sup>th</sup>, 2022.

  
\_\_\_\_\_  
NOTARY PUBLIC

*[Lender Signature Page to Amendment to Assignment of Rents and Leases]*

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## REAL PROPERTY LEGAL DESCRIPTION

Lots 7 through 10, both inclusive Lots 12 and 13 and Lots 44 through 48, both inclusive in Centennial Villas - Phase 1, an Addition to the Town of Cedar Lake, Lake County, Indiana, as per plat thereof, recorded in Plat Book 114 page 68, in the Office of the Recorder of Lake County, Indiana.

The East 50.67 feet of Lot 1 in Centennial Villas - Phase 1, an Addition to the Town of Cedar Lake, Lake County, Indiana, as per plat thereof, recorded in Plat Book 114 page 68, in the Office of the Recorder of Lake County, Indiana.

The North 47.67 feet of Lot 5 in Centennial Villas - Phase 1, an Addition to the Town of Cedar Lake, Lake County, Indiana, as per plat thereof, recorded in Plat Book 114 page 68, in the Office of the Recorder of Lake County, Indiana.

The West 50 feet of Lot 2 in Centennial Villas - Phase 1, an Addition to the Town of Cedar Lake, Lake County, Indiana, as per plat thereof, recorded in Plat Book 114 page 68, in the Office of the Recorder of Lake County, Indiana.

Lot 15, except the South 47.75 feet thereof, in Centennial Villas - Phase 1, an Addition to the Town of Cedar Lake, Lake County, Indiana, as per plat thereof, recorded in Plat Book 114 page 68, in the Office of the Recorder of Lake County, Indiana.

The South 49.17 feet of Lot 16 in Centennial Villas - Phase 1, an Addition to the Town of Cedar Lake, Lake County, Indiana, as per plat thereof, recorded in Plat Book 114 page 68, in the Office of the Recorder of Lake County, Indiana.

Lots 260, 261, 266, 267, Lots 294, 296, 297, 299, Lots 300, 302, 303, 304, 305, 306, 307, 308, 309, 310, 312 and 313 in Centennial Estates - Phase 1, an Addition to the Town of Cedar Lake County, Indiana, as per plat thereof, recorded in Plat Book 114 page 69, in the Office of the Recorder of Lake County, Indiana.

Lots 268 through 293 both inclusive in Centennial Estates - Phase 2, an Addition to the Town of Cedar Lake, Lake County, Indiana, as per plat thereof, recorded in Plat Book 115 page 8, in the Office of the Recorder of Lake County, Indiana.

Lots 17 through 23, both inclusive and Lots 37 through 43 both inclusive in Centennial Villas - Phase 2, an Addition to the Town of Cedar Lake, Lake County, Indiana, as per plat thereof, recorded in Plat Book 115 page 9, in the Office of the Recorder of Lake County, Indiana.

Part of the NE 1/4 of Section 28, Township 34 North, Range 9 West of the 2nd P.M. in Lake County, Indiana, described as follows:

Beginning at the Northwest corner of the SW 1/4 of said NE 1/4; thence South 89 degrees 32' 45" East, along the North line of the SW 1/4 of said NE 1/4, 706.90 feet; thence South 00 degrees 26' 04" West, 17.10 feet to a curve to the left; thence Southeasterly along said curve, having a radius of 300.00 feet, a chord bearing South 10 degrees 55' 00" East, 118.09 feet, an arc length of 118.87 feet; thence South 22 degrees 16' 04" East, 147.57 feet to a curve to the right; thence Southeasterly

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along said curve, having a radius of 300.00 feet, a chord bearing South 15 degrees 12' 28" East, 73.75 feet, an arc length of 73.93 feet; thence North 89 degrees 32' 45" West, 477.06 feet to the East line of Centennial Villas - Phase 2, recorded in Plat Book 115 page 9, in the Office of the Recorder of said County; thence North 00 degrees 27' 15" East, along said East line, 27.99 feet to the North line of said Phase 2; thence the following three courses along said North line; South 89 degrees 54' 39" West, 130.27 feet; thence South 00 degrees 05' 21" East, 22.78 feet; and thence South 89 degrees 54' 39" West, 196.86 feet to the West line of the SW 1/4 of said NE 1/4; thence North 00 degrees 04' 44" West, along said West line, 337.91 feet to the point of beginning.

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CEDAR LAKE DEVELOPMENT LLC

AMENDMENT TO  
ASSIGNMENT OF RENTS AND LEASES

DATED NOVEMBER 7, 2022

**THIS INSTRUMENT PREPARED BY:**

Ellsworth Law, LLC  
Attention: William P. Ellsworth  
19 N. Grant Street  
Hinsdale, IL 60521  
(630) 873-2091

**I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless otherwise required by law.**

William P. Ellsworth

William P. Ellsworth