

# NOT AN OFFICIAL DOCUMENT

2022-546852  
11/22/2022 02:02 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 17, 2022, between WALKERTON PARK 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 #2022-516286 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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## REAL PROPERTY LEGAL DESCRIPTION

The South 34.33 feet of Lot 37 in Walkerton Park - Phase 1, as per plat thereof, recorded in Plat Book 113 page 78, in the Office of the Recorder of Lake County, Indiana.

The East 22.33 feet of the West 60.50 feet of Lot 22 in Walkerton Park Subdivision - Phase 2, as per plat thereof, recorded in Plat Book 114 page 38, in the Office of the Recorder of Lake County, Indiana.

The East 22.33 feet of the West 105.17 feet of Lot 22 in Walkerton Park Subdivision - Phase 2, as per plat thereof, recorded in Plat Book 114 page 38, in the Office of the Recorder of Lake County, Indiana.

The East 22.33 feet of the West 127.50 feet of Lot 22 in Walkerton Park Subdivision - Phase 2, as per plat thereof, recorded in Plat Book 114 page 38, in the Office of the Recorder of Lake County, Indiana.

Lot 22, except the West 127.50 Feet thereof in Walkerton Park Subdivision - Phase 2, as per plat thereof, recorded in Plat Book 114 page 38, in the Office of the Recorder of Lake County, Indiana.

Lot 23, except the West 127.50 feet thereof, in Walkerton Park Subdivision - Phase 2, as per plat thereof, recorded in Plat Book 114 page 38, in the Office of the Recorder of Lake County, Indiana.

The East 22.33 feet of the West 127.50 feet of Lot 23 in Walkerton Park Subdivision - Phase 2, as per plat thereof, recorded in Plat Book 114 page 38, in the Office of the Recorder of Lake County, Indiana.

The East 22.33 feet of the West 105.17 feet of Lot 23 in Walkerton Park Subdivision - Phase 2, as per plat thereof, recorded in Plat Book 114 page 38, in the Office of the Recorder of Lake County, Indiana.

The East 22.33 feet of the West 82.83 feet of Lot 23 in Walkerton Park Subdivision - Phase 2, as per plat thereof, recorded in Plat Book 114 page 38, in the Office of the Recorder of Lake County, Indiana.

The East 22.33 feet of the West 60.05 feet of Lot 23 in Walkerton Park Subdivision - Phase 2, as per plat thereof, recorded in Plat Book 114 page 38, in the Office of the Recorder of Lake County, Indiana.

The West 38.17 feet of Lot 23 in Walkerton Park Subdivision - Phase 2, as per plat thereof, recorded in Plat Book 114 page 38, in the Office of the Recorder of Lake County, Indiana.

The East 22.33 feet of the West 95.00 feet of Lot 27 in Walkerton Park Subdivision - Phase 2, as per plat thereof, recorded in Plat Book 114 page 38, in the Office of the Recorder of Lake County, Indiana.

Lots 16 through 21, both inclusive, 24 through 26, both inclusive, 28 through 29, both inclusive in Walkerton Park Subdivision - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

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The North 32.17 feet of Lot 30 in Walkerton Park - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

The South 22.33 feet of the North 54.50 feet of Lot 30 in Walkerton Park - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

The South 22.33 feet of the North 76.83 feet of Lot 30 in Walkerton Park - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

The South 22.33 feet of the North 99.17 feet of Lot 30 in Walkerton Park - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

The South 22.33 feet of the North 121.50 feet of Lot 30 in Walkerton Park - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

The South 22.33 feet of the North 56.67 feet of Lot 31 in Walkerton Park Subdivision - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

The South 22.33 feet of the North 79.00 feet of Lot 31 in Walkerton Park Subdivision - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

The South 22.33 feet of the North 101.33 feet of Lot 31 in Walkerton Park Subdivision - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

The South 22.33 feet of the North 123.50 feet of Lot 31 in Walkerton Park Subdivision - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

Lot 31, except the North 123.50 feet thereof, in Walkerton Park Subdivision - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

The North 22.33 feet of the South 60.50 feet of Lot 32 in Walkerton Park Subdivision - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

The North 22.33 feet of the South 82.83 feet of Lot 32 in Walkerton Park Subdivision - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

The North 22.33 feet of the South 105.17 feet of Lot 32 in Walkerton Park Subdivision - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

Lot 32, except the South 127.33 feet thereof, in Walkerton Park Subdivision - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

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The North 22.33 feet of the South 56.67 feet of Lot 34 in Walkerton Park Subdivision - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

The North 22.33 feet of the South 79.00 feet of Lot 34 in Walkerton Park Subdivision - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

The North 22.33 feet of the South 101.33 feet of Lot 34 in Walkerton Park Subdivision - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

The North 22.33 feet of the South 123.67 feet of Lot 34 in Walkerton Park Subdivision - Phase 3, as per plat thereof, recorded in Plat Book 115 page 27, in the Office of the Recorder of Lake County, Indiana.

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WALKERTON PARK 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