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 84th Avenue Merrillville, Indiana 46410

WHEN RECORDED MAIL TO:

Centier Bank 600 84th Avenue Merrillville, Indiana 46410

INDIANA REAL ESTATE

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

AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

THIS AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES ("Assignment") is made as of November ______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 34th 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.

- 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. <u>Definitions.</u> Capitalized terms not otherwise defined herein shall have the meanings given them in the Existing Assignment.

- 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 Property or Lake County Recorder and confirmed

[SIGNATURE PAGE OF ASSIGNOR]

IN WITNESS WHEREOF, WALKERTON PARK DEVELOPMENT LLC, an Indiana limited liability company, 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 members as of November 1, 2022, pursuant to proper authority granted.

WALKERTON PARK DEVELOPMENT

LLC, an Indiana limited liability company

By: OD ENTERPRISES, INC.

an Indiana corporation, its Manager

Name: SCOT F. OLTHOF

Its: Vice President/Treasurer

STATE OF TUNIANA

COUNTY OF LA

DEREK ROEDA

SEAL COMMISSION NUMBER NP664174

MY COMMISSION EPPRES

JUNE 03, 2000

The undersigned, a notary public in and for said County and State, DOES HEREBY CERTIFY that SCOT F. OLTHOF, personally known to me to be the vice president and treasurer of OD ENTERPRISES, INC., the manager of WAILKERTON PARK DEVELOPMENT LLC ("Company"), 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 Officer of said Company, he signed and delivered the said instrument pursuant to authority given by the Company, as his free and voluntary act, and as the free and voluntary act and deed of said Company, for the uses and purposes therein set forth.

Given under my hand and official seal as of November 7, 202

NOTARY PUBLIC

[Assignor Signature Page to Amendment to Assignment of Rents and Leases]

[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 _______, 2022, pursuant to proper authority granted.

CENTIER BANK

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

STATE OF INDIANA)

COUNTY OF Lake

AMY L PEAK
Notery Public, State of Indiana
Lake County
Lake County
My Commission Number NP0738000
My Commission Expires
December 16, 2029

The undersigned, a notary public in and for said County and State, DOES HEREBY CERTIFY that JENNIFER L. WILL IS, 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.

NOTARY PUBLIC

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

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 Lo23 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 Walketton 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.

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.

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.

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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 Country Recorder Security Number in this document, unless otherwise required by law.

William P. Ellsworth

William P. Ellsworth