

RECORDATION REQUESTED BY:

Centier Bank
600 84th Avenue
Merrillville, Indiana 46410

2022-546855
11/22/2022 02:40 PM
TOTAL FEES: 55.00
BY: SP
PG #: 9

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

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
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("**Mortgage**") is made as of November 7, 2022, between **MILL CREEK DEVELOPMENT LLC**, an Indiana limited liability company ("**Grantor**"), 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 84th Avenue, Merrillville, Indiana 46410 ("**Lender**").

RECITALS:

- A. The Grantor is the title holder of record of the Real Property (defined below) in Lake County, Indiana.
- B. The Grantor granted Lender a certain MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated as of April 15, 2022, and recorded with the Lake County Recorder's Office on April 18, 2022, as Document #2022-516283 with respect to certain Real Property of Grantor and more particularly described therein (the "Existing Mortgage") to secure certain indebtedness, obligations and liabilities of the Grantor 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

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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 Mortgage 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 Grantor have agreed to execute and deliver this Amendment to the Existing Mortgage on the Property (defined below). Grantor is willing and has granted this Amendment to the Existing Mortgage 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 Grantor therein, upon the terms and provisions hereinafter set forth.

G. Now therefore, the Grantor and Lender desire to amend the Existing Mortgage 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 Mortgage.

Amendments to Existing Mortgage.

2.1 The definitions of “**Loan Agreement**”, “**Maximum Amount Secured**”, “**Permitted Exceptions**” and “**Promissory Note**” contained in the Definitions section of the Existing Mortgage shall be deleted in their entirety and replaced with the following:

“**Loan Agreement.** The words “Loan Agreement” mean 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 dated of even date herewith, and all amendments, restatements, renewals, supplements, modifications, replacements, consolidations, substitutions, extensions, and increases thereto, as set forth in the preamble to this Mortgage.”

“**Maximum Amount Secured.** The words “Maximum Amount Secured” mean the amount of Seventy-Six Million and 00/100 Dollars (\$76,000,000.00).”

“**Permitted Exceptions.** The words “Permitted Exceptions” mean those encumbrances and title exceptions specifically approved from time to time by Lender including without limitation in Exhibit A hereof.”

“**Promissory Note.** The words “Promissory Note” mean that certain 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 the Third Amended and Restated Guidance Line of Credit Note dated 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 renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for such promissory note.”

2.2 The ‘Real Property Legal Description’ and PINs shall be modified as provided in the signature page herein under the heading ‘Real Property Legal Description’.

2.3 Schedule 8.1(o) of the Existing Mortgage is hereby replaced with Schedule 8.1(o) attached hereto.

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

[SIGNATURE PAGES FOLLOW]

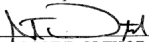
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[SIGNATURE PAGE OF GRANTOR]

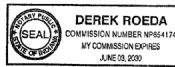
IN WITNESS WHEREOF, MILL CREEK DEVELOPMENT LLC, an Indiana limited liability company, has caused this Amendment to Mortgage, Assignment of Lease and Rents, Security Agreement and Fixture Filing to be signed and attested and its company seal to be hereunder affixed by its duly authorized members as of November 7, 2022, pursuant to proper authority granted.

MILL CREEK DEVELOPMENT LLC, an Indiana limited liability company

By: **OD ENTERPRISES, INC.**
an Indiana corporation, its Manager

By: 
Name: SCOT F. OLTHOF
Its: Vice President/Treasurer

STATE OF INDIANA)
) SS
COUNTY OF LAKE)



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 MILL CREEK 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, 2022.


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[Grantor Signature Page to Amendment to Mortgage, Assignment of Lease and Rents, Security Agreement and Fixture Filing]

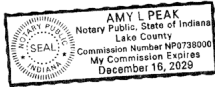
[SIGNATURE PAGE OF LENDER]

IN WITNESS WHEREOF, CENTIER BANK, an Indiana state bank, has caused this Amendment to Mortgage, Assignment of Lease and Rents, Security Agreement and Fixture Filing 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 7th, 2022.

A 212
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[Lender Signature Page to Amendment to Mortgage, Assignment of Lease and Rents, Security Agreement and Fixture Filing]

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REAL PROPERTY LEGAL DESCRIPTION

Part of Lot 61 in Mill Creek Phase 5, as per plat thereof, recorded in Plat Book 111, page 67, in the Office of the Recorder of Lake County, Indiana, EXCEPT the land described as follows:

Beginning at the Southeast corner of said Lot 61; thence North 85 degrees 19 minutes 44 seconds West, along the South line of said Lot 61; 65.91 feet; thence North 09 degrees 48 minutes 53 seconds East, 124.85 feet to the North line of said Lot 61, being a curve to the left; thence Easterly along said curve, having a radius of 230.00 feet, a chord bearing South 84 degrees 46 minutes 07 seconds East, 35.79 feet, an arc length of 35.83 feet; thence continuing along said North line South 89 degrees 13 minutes 51 seconds East, 10.45 feet to the East line of said Lot 61; thence South 00 degrees 46 minutes 09 seconds West, along said East line, 125.00 feet to the point of beginning.

Lot 56, except the East 50 feet thereof, in Mill Creek Subdivision - Phase 5, as per plat thereof, recorded in Plat Book 111 page 67, in the Office of the Recorder of Lake County, Indiana.

AND

Lots 1 through 12 inclusive; Lots 35, 36, 38, Lots 129, 131, 134, 138, 164, and 166 in Mill Creek - Phase 6 Subdivision, as per plat thereof, recorded in Plat Book 113, page 79, in the Office of the Recorder of Lake County, Indiana.

The East 50 feet of Lot 37 in Mill Creek Subdivision - Phase 6, as per plat thereof, recorded in Plat Book 113, page 79, in the Office of the Recorder of Lake County, Indiana.

The East 60 feet of Lot 39 in Mill Creek Subdivision - Phase 6, as per plat thereof, recorded in Plat Book 113, page 79, in the Office of the Recorder of Lake County, Indiana.

Lot 64, except the Southeasterly 50 feet thereof, in Mill Creek Subdivision - Phase 6, as per plat thereof, recorded in Plat Book 113, page 79, in the Office of the Recorder of Lake County, Indiana.

The East 59 feet of Lot 67 in Mill Creek Subdivision - Phase 6, as per plat thereof, recorded in Plat Book 113, page 79, in the Office of the Recorder of Lake County, Indiana.

Office of Lake County Recorder

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EXHIBIT A **PERMITTED EXCEPTIONS**

1. Real Estate Taxes not due and payable.
2. This Mortgage and other mortgages in favor of Lender.
3. Assignments of Rents and Leases in favor of Lender.
4. Exceptions set forth in Schedule B of Fidelity National Title Insurance Policy No. FNW2200468.

Property of Lake County Recorder

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Schedule 8.1(o)

Names and Addresses for Providing Notices

Notices in writing to the Grantor shall be directed as follows:

Mill Creek Development LLC
Attn: Todd M. Olthof
8051 Wicker Avenue, Suite A
St. John, Indiana 46373

With a copy to: Koransky, Bouwer & Poracky, P.C.
Attention: Greg A. Bouwer
425 Joliet Street, Suite 425
Dyer, Indiana 46311

Notices in writing to Lender shall be directed as follows:

Centier Bank
600 84th Avenue
Merrillville, Indiana 46410
Attn: Jennifer L. Willis, Senior Vice President
Telephone: (219) 922-2410 x 4317
Facsimile: (219) 922-2409
E-Mail: jwillis@centier.com

With a copy to: Ellsworth Law, LLC
Attention: William P. Ellsworth
19 N. Grant Street
Hinsdale, IL 60521

Property of Lake County Recorder

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MILL CREEK DEVELOPMENT LLC

AMENDMENT TO
MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

DATED NOVEMBER 1, 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

Property of Lake County Recorder