

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

2022-546856
11/22/2022 02:41 PM
TOTAL FEES: 25.00
BY: SP
PG #: 7

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

**AMENDMENT TO
ASSIGNMENT OF RENTS AND LEASES**

THIS AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES ("Assignment") is made as of November 17, 2022, between **MILL CREEK 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 84th 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 #2022-516284 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

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.

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MILL CREEK DEVELOPMENT LLC
AMENDMENT TO
ASSIGNMENT OF RENT'S 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