

NOT AN OFFICIAL DOCUMENT

RECORDATION REQUESTED BY:

American Community Bank of Indiana
Schererville
7880 Wicker Avenue
St. John, IN 46373

2023-509959

04/05/2023 03:19 PM

TOTAL FEES: 25.00

BY: JAS

PG #: 4

STATE OF INDIANA

LAKE COUNTY

FILED FOR RECORD

GINA PIMENTEL

RECORDER

WHEN RECORDED MAIL TO:

American Community Bank of Indiana
Schererville
7880 Wicker Avenue
St. John, IN 46373

SEND TAX NOTICES TO:

American Community Bank of Indiana
Schererville
7880 Wicker Avenue
St. John, IN 46373

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated 3/31/2023, is made and executed between Parth35 LLC, an Indiana Limited Liability Company, whose address is 12821 Division Street, Blue Island, IL 60406 (referred to below as "Grantor") and American Community Bank of Indiana, whose address is 7880 Wicker Avenue, St. John, IN 46373 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 15, 2022 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded 6/22/2022 as Document No. 2022-525717 in the Records Office of Lake County, Indiana.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Lake County, State of Indiana:

Lot 1 in 8130-38 Calumet Avenue consolidation, an addition to the Town of Munster, as per plat thereof, Recorded in Plat Book 114, Page 95, in the Office of the Recorder of Lake County, Indiana.

The Real Property or its address is commonly known as 8130 - 8138 Calumet Avenue, Munster, IN 46321. The Real Property tax identification number is 45-06-24-229-013.000-027 & 45-06-24-229-014.000-027.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

This Note will increase from \$1,813,000.00 to \$2,072,000.00. All other terms and conditions will remain the same at this time.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

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MODIFICATION OF MORTGAGE (Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED 3/31/2023.

GRANTOR:

PARTH35 LLC

By: 

Parth B Patel, Member of Parth35 LLC

LENDER:

AMERICAN COMMUNITY BANK OF INDIANA

X 

Richard Gard, Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake

) SS

On this 31 day of March, 2023, before me, the undersigned Notary Public, personally appeared Parth B Patel, Member of Parth35 LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By 

Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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RECORDING PAGE

Property of Lake County Recorder