

Return to: Credit Department, Community State Bank,  
625 SE 2nd Street, Galva, IL 61434

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**MODIFICATION OF MORTGAGE**

Cross-References: 33844

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is February 15, 2024. The parties and their addresses are:

**MORTGAGOR:**

DG PARTNERS LLC  
A Missouri Limited Liability Company  
D/B/A DG PARTNERS MIDWEST LLC  
5530 SALT RIVER RD  
ST PETERS, MO 63376

**LENDER:**

COMMUNITY STATE BANK  
Organized and existing under the laws of Illinois  
625 SE 2nd Street  
P.O. Box 78  
Galva, IL 61434

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated December 29, 2022 and recorded on January 3, 2023 (Security Instrument). The



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Security Instrument was recorded in the records of Lake County, Indiana at Document No. 2023-500081 and covered the following described Property:

LOT 3A IN THE FIRST REPLAT OF RESUBDIVISION OF PARCEL "A" TO FAMILY EXPRESS FIRST ADDITION (BEING A RESUBDIVISION OF LOT 1 AND 3 OF RESUBDIVISION OF PARCEL "A" TO FAMILY EXPRESS FIRST ADDITION) PART OF SECTION 28, TOWNSHIP 36 NORTH, RANGE 7 WEST, HOBART TOWNSHIP, LAKE COUNTY, INDIANA, AS SHOWN IN PLAT BOOK 103, PAGE 44, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. PIN: 45-09-28-226-012.000-018

The property is located in Lake County at 1.75 ACRES, 700 COUNTY LINE ROAD, HOBART, Indiana 46342.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts and Future Advances. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated December 29, 2022, from Mortgagor to Lender, with a loan amount of \$1,310,000.00, with an interest rate of 7.500 percent per year and maturing on July 1, 2024.

(b) Future Advances. All future advances from Lender to Mortgagor under the Specific Debts executed by Mortgagor in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Mortgagor either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.

(c) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in



Page 2

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writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Modification will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

(d) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

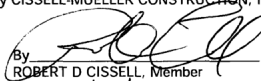
**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

DG PARTNERS LLC

By CISSELL-MUELLER CONSTRUCTION, INC., Manager

By   
ROBERT D CISSELL, Member

Date 2/21/24

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**LENDER:**

Community State Bank

By   
Joseph Riley, Vice President

Date 2/28/24

Property of Lake County Recorder

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## ACKNOWLEDGMENT.

STATE OF Illinois  
COUNTY OF Henry ss:

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2024.

My commission expires:

8-23-27

Notary Public

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Name: Amy Joos  
Community State Bank

This instrument was prepared by Credit Department, Community State Bank, 625 SE 2nd Street, Galva, IL 61434

