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THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:

Jay Cherwin
Roger T. Stelle
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173-5431

2024 036605 STATE OF INDIANA
11/25/24 11:00 AM LAKE COUNTY
TOTAL FEES: 25.00 FILED FOR RECORD
BY: MA GINA PIMENTEL
PG #: 6 RECORDER
RECORDED AS PRESENTED

ABOVE SPACE FOR RECORDER'S USE ONLY

**FIRST AMENDMENT OF MORTGAGE AND SECURITY AGREEMENT
(Earnest Money Mortgage—The Gates of St. John East)**

This First Amendment of Mortgage and Security Agreement (this "First Amendment") is made as of October 22, 2024, by and among **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, of 2221 E. Lamar Blvd., Suite 790, Arlington, Texas 76006 ("Borrower") and **D.R. HORTON, INC. - MIDWEST**, a California corporation, of 1750 E. Golf Road, Suite 925 Schaumburg, Illinois 60173 ("Lender").

RECITALS

- A. Borrower previously executed a Mortgage and Security Agreement for the benefit of Lender which was recorded in Lake County, Indiana, on July 26, 2024, as Document No. **2024-524718** (the "Mortgage") which encumbered certain real property ("Original Secured Real Property") located in The Gates of St. John East ("Project") in Lake County, Indiana and legally described in Exhibit A attached hereto.
- B. The Mortgage secured a certain earnest money deposit loan in the amount of \$216,000 made by Lender to Borrower pursuant to that certain Promissory Note executed by Borrower in favor of Lender dated as of July 24, 2024 related to the Borrower's purchase of the Existing Secured Real Property ("Original Note").
- C. In connection with Borrower's purchase of additional property, Lender is increasing the amount of such loan to the new principal amount of \$432,000, which is secured by that certain Amended and Restated Promissory Note, dated as of even date herewith, and executed by Borrower in favor of Lender ("First Amended Note").
- D. None of the Original Secured Real Property has been released from the Mortgage and this First Amendment shall in no way release the Original Secured Real Property or any portion thereof.

CTN WA405044
Chicago Title Company, LLC

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- E. In consideration of Lender agreeing to increase the principal amount of the earnest money deposit loan pursuant to the First Amended Note, Lender requires a first mortgage lien on additional real property located in the Project, which real property is being acquired by Borrower.

In order to effectuate the intent of Lender and Borrower, as expressed herein, to reflect the increased amount of the earnest money deposit loan and to include addition lots as release of the lien of the Mortgage with respect to the Released Lots, Lender and Borrower hereby agree as follows:

1. The Mortgage is hereby amended by supplementing Exhibit A thereof with Exhibit A-1 attached to this First Amendment, and therefore, the definition of "Real Property" in Section 1.01 of the Mortgage shall be updated and expanded to include all of the Original Secured Real Property described in Exhibit A, together with the real property described in Exhibit A-1 attached to this First Amendment ("First Additional Real Property").

2. The "Loan" defined in the recitals of the Mortgage is hereby updated and increased to the principal sum of Four Hundred Thirty-Two Thousand and No/100 Dollars (\$432,000.00) as evidenced by the First Amended Note.

3. Except as expressly amended herein, the Mortgage shall continue unmodified and in full force and effect.

4. All references to the "Note", "Promissory Note" or "Forestar Note" in the Mortgage shall hereafter be deemed to be a reference to the First Amended Note, and the Mortgage and any other documents evidencing an obligation of any Borrower to pay Lender with respect to the Project, shall be deemed to mean and include the Mortgage as amended by this First Amendment.

5. The First Amended Note and this First Amendment of Mortgage and Security Agreement are not a novation, but respectively, a modification and restatement of the Original Note and an amendment to the Mortgage, and all of such obligations shall be and remain in full force and effect, as amended and restated therein.

6. This First Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Signature pages follow]

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EXHIBIT A

Existing Secured Real Property

For APN/Parcel ID(s): 45-15-02-304-021.000-059, 45-15-02-304-022.000-059, 45-15-02-304-023.000-059,
45-15-02-304-024.000-059, 45-15-02-304-025.000-059, 45-15-02-304-026.000-059,
45-15-02-304-027.000-059, 45-15-02-304-028.000-059, 45-15-02-304-029.000-059,
45-15-02-304-030.000-059, 45-15-02-304-031.000-059, 45-15-02-304-032.000-059,
45-15-02-304-033.000-059, 45-15-02-304-034.000-059, 45-15-02-304-035.000-059,
45-15-02-304-036.000-059, 45-15-02-304-037.000-059, 45-15-02-304-038.000-059,
45-15-02-304-039.000-059 and 45-15-02-304-040.000-059

PARCEL 1:

LOTS 2144 THRU 2163 IN THE GATES OF ST. JOHN UNIT 21B, THE PLAT THEREOF RECORDED ON SEPTEMBER 13, 2023, IN PLAT BOOK 117, PAGE 48, AS INSTRUMENT NUMBER 2023-026186 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

For APN/Parcel ID(s): 45-15-02-305-014.000-059, 45-15-02-305-013.000-059, 45-15-02-305-012.000-059,
45-15-02-305-011.000-059, 45-15-02-305-010.000-059, 45-15-02-305-009.000-059,
45-15-02-305-008.000-059, 45-15-02-305-007.000-059, 45-15-02-305-006.000-059 and
45-15-02-305-005.000-059

PARCEL 2:

LOTS 2437 THRU 2446 IN THE GATES OF ST. JOHN UNIT 24B, THE PLAT THEREOF RECORDED ON SEPTEMBER 13, 2023, IN PLAT BOOK 117, PAGE 47, AS INSTRUMENT NUMBER 2023-026185 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA AND AMENDED BY AFFIDAVIT AND CERTIFICATION OF AMENDMENT DATED JULY 15, 2024 AND RECORDED JULY 16, 2024 AS INSTRUMENT NUMBER 2024-523163.

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EXHIBIT A-1

First Additional Real Property

For APN/Parcel ID(s): 45-15-02-305-004.000-059, 45-15-02-305-003.000-059, 45-15-02-305-002.000-059, 45-15-02-305-001.000-059, 45-15-02-305-015.000-059, 45-15-02-305-016.000-059, 45-15-02-305-017.000-059, 45-15-02-305-018.000-059, 45-15-02-305-019.000-059, 45-15-02-305-020.000-059, 45-15-02-305-021.000-059, 45-15-02-305-022.000-059, 45-15-02-305-023.000-059 and 45-15-02-305-024.000-059

LOTS 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, AND 2460 IN THE GATES OF ST. JOHN UNIT 24B, THE PLAT THEREOF RECORDED ON SEPTEMBER 13, 2023, IN PLAT BOOK 117, PAGE 47, AS INSTRUMENT NUMBER 2023-026185 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA AND AMENDED BY AFFIDAVIT AND CERTIFICATION OF AMENDMENT DATED JULY 15, 2024 AND RECORDED JULY 16, 2024 AS INSTRUMENT NUMBER 2024-523163.

For APN/Parcel ID(s): 45-15-02-306-001.000-059, 45-15-02-306-002.000-059, 45-15-02-306-003.000-059, 45-15-02-306-004.000-059, 45-15-02-306-005.000-059, 45-15-02-306-006.000-059, 45-15-02-306-007.000-059, 45-15-02-306-008.000-059, 45-15-02-306-009.000-059, 45-15-02-306-010.000-059, 45-15-02-306-011.000-059, 45-15-02-306-012.000-059, 45-15-02-306-013.000-059, 45-15-02-306-014.000-059, 45-15-02-306-015.000-059 and 45-15-02-306-016.000-059

LOTS 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425 2426, 2427, 2428, AND 2429 IN THE GATES OF ST. JOHN UNIT 24B, THE PLAT THEREOF RECORDED ON SEPTEMBER 13, 2023, IN PLAT BOOK 117, PAGE 47, AS INSTRUMENT NUMBER 2023-026185 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA AND AMENDED BY AFFIDAVIT AND CERTIFICATION OF AMENDMENT DATED JULY 15, 2024 AND RECORDED JULY 16, 2024 AS INSTRUMENT NUMBER 2024-523163.