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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2008 040093

2008 JUN -2 AM 9:39

MICHAEL A. BROWN
RECORDER

RECORDATION REQUESTED BY:

Providence Bank, LLC
630 East 162nd Street
P.O. Box 706
South Holland, IL 60473

WHEN RECORDED MAIL TO:

Providence Bank, LLC
630 East 162nd Street
P.O. Box 706
South Holland, IL 60473

**Document is
MODIFICATION OF MORTGAGE,
NOT OFFICIAL!**

THIS MODIFICATION OF MORTGAGE dated May 8, 2008, is made and executed between LAKE COUNTY TRUST COMPANY, not personally but as Trustee on behalf of LAKE COUNTY TRUST COMPANY TRUST NO. 5613, whose address is 2200 NORTH MAIN STREET, CROWN POINT, IN 46307 (referred to below as "Grantor") and Providence Bank, LLC, whose address is 630 East 162nd Street, P.O. Box 706, South Holland, IL 60473 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 19, 2007 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

January 9, 2008 as Document No. 2008 001659.

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

THE SOUTH 250 FEET OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, SAID PART BEGINNING DESCRIBED AS FOLLOWS:
BEGINNING ON THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 21, 571.95 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE EAST 190 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 600 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF A TRACT DEEDED TO DONALD D JANSEN AND

27-11
PB

927-8554
TICOR TITLE INSURANCE

**MODIFICATION OF MORTGAGE
(Continued)**

DORIS B JANSEN, HUSBAND AND WIFE BY DEED DATED JANUARY 2, 1954 AND RECORDED FEBRUARY 3, 1954 IN DEED RECORD 957 PAGE 494; THENCE WEST ALONG THE NORTH LINE OF SAID JANSEN TRACT 190 FEET TO THE WEST LINE OF SAID QUARTER SECTION; THENCE NORTH 600 FEET, MORE OR LESS TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART DEEDED TO THE STATE OF INDIANA IN WARRANTY DEED RECORDED OCTOBER 25, 2000 AS DOCUMENT NO. 2000 077678

The Real Property or its address is commonly known as 8843 INDIANAPOLIS BOULEVARD, HIGHLAND, IN 46322. The Real Property tax identification number is 007-16-27-0010-0070.

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

MAXIMUM LIEN: The lien of this Mortgage is increased to and shall not exceed at any one time \$900,000.00 .

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.

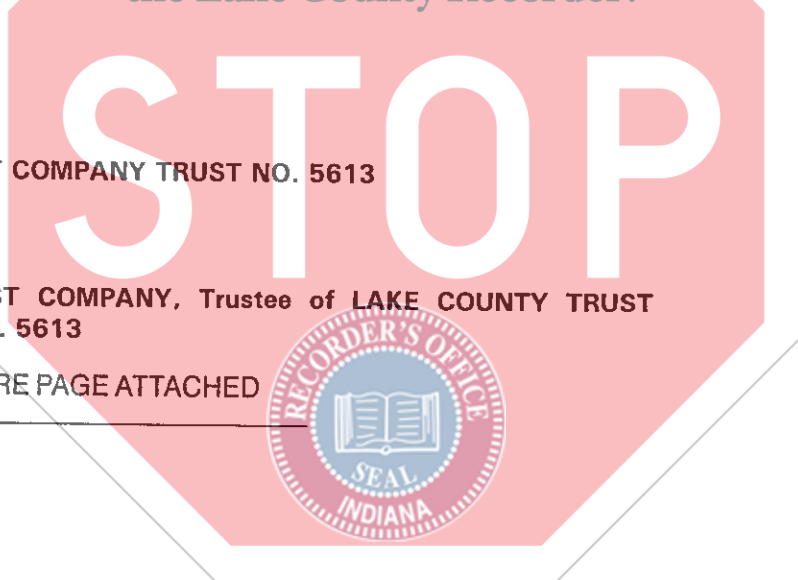
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 8, 2008.

GRANTOR:

LAKE COUNTY TRUST COMPANY TRUST NO. 5613

LAKE COUNTY TRUST COMPANY, Trustee of LAKE COUNTY TRUST COMPANY TRUST NO. 5613

By: SEE SIGNATURE PAGE ATTACHED
TRUST OFFICER



This Modification of Mortgage is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LAKE COUNTY TRUST COMPANY, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said principal note contained shall be construed as creating any liability on said LAKE COUNTY TRUST COMPANY personally to pay the said principal note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied herein contained, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as said LAKE COUNTY TRUST COMPANY personally is concerned, the legal holder or holders of said principal notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby mortgaged for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal notes provided or by action to enforce the personal liability of the guarantor, if any.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

(Page 1 of 2 pages of Trustee's Signature Pages)



IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 14th day of May 2008.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated January 3, 2005 and known as Trust No. 5613.

By: *Elaine M. Stevers*
Elaine M. Stevers, Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

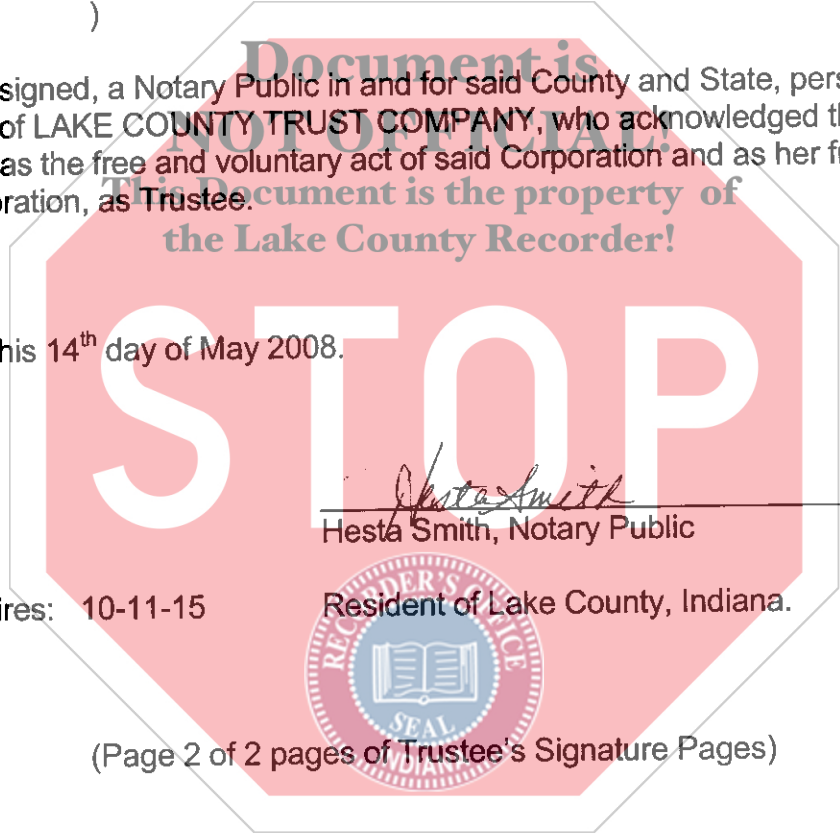
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officer of LAKE COUNTY TRUST COMPANY, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Corporation and as her free and voluntary act, acting for such Corporation, as Trustee.

WITNESS my hand this 14th day of May 2008.

Hesta Smith
Hesta Smith, Notary Public

My Commission Expires: 10-11-15

Resident of Lake County, Indiana.



MODIFICATION OF MORTGAGE
(Continued)

LENDER:

PROVIDENCE BANK, LLC

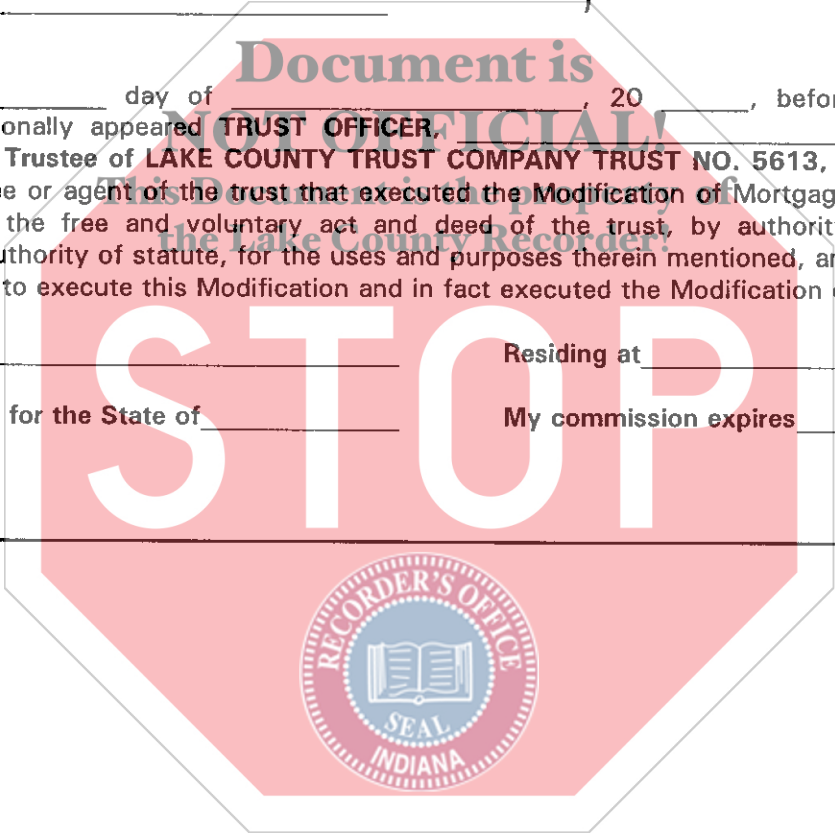
X Christopher M. Zion
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared **TRUST OFFICER, _____ of LAKE COUNTY TRUST COMPANY, Trustee of LAKE COUNTY TRUST COMPANY TRUST NO. 5613**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By _____ Residing at _____
Notary Public in and for the State of _____ My commission expires _____



MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF IN)

) SS

COUNTY OF Lake)

On this 8th day of May, 2008, before me, the undersigned Notary Public, personally appeared Christine Azuma and known to me to be the Vice President, authorized agent for Providence Bank, LLC that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Providence Bank, LLC, duly authorized by Providence Bank, LLC through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Providence Bank, LLC.

By Carolyn Costello Residing at Schemmle IN

Notary Public in and for the State of IN My commission expires _____

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!



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 (Rebecca Worley, Commercial Services Associate, Providence Bank LLC).

This Modification of Mortgage was prepared by: Rebecca Worley, Commercial Services Associate, Providence Bank LLC

