

2012 054308

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2012 AUG 14 AM 10:09

MICHAEL E. FAJMAN  
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



**MODIFICATION OF MORTGAGE**

Document is NOT OFFICIAL!  
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THIS MODIFICATION OF MORTGAGE dated June 23, 2012, is made and executed between ROBERT EPPL, also known as ROBERT J EPPL, whose address is 13023 CEDAR LAKE ROAD, CROWN POINT, IN 46307-8705 (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 May 25, 2010 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded June 22, 2010 as Document No. 2010 035201.

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

LOT 19, BLOCK 3, EASTGATE SUBDIVISION IN THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 30, PAGE 16, IN LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 3304 KENWOOD STREET, HAMMOND, IN 46323-1237. The Real Property tax identification number is 45-07-03-353-019.000-023.

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

**MAXIMUM LIEN.** The lien of this Mortgage is increased and shall not exceed at any one time

AMOUNT \$ 25.00  
CASH \_\_\_\_\_  
CHARGE \_\_\_\_\_  
CHECK # 021052  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK op

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**MODIFICATION OF MORTGAGE  
(Continued)**

\$140,000.00.

**DEFINITIONS.**

**NOTE.** The word "Note" means the promissory note dated June 23, 2012, in the original principal amount of \$70,000.00 from Borrower to Lender, together with all renewals of, extensions of, modification of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is June 23, 2014. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**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.

**RIDER.** See Rider attached and expressly made a part hereof.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 23, 2012.**

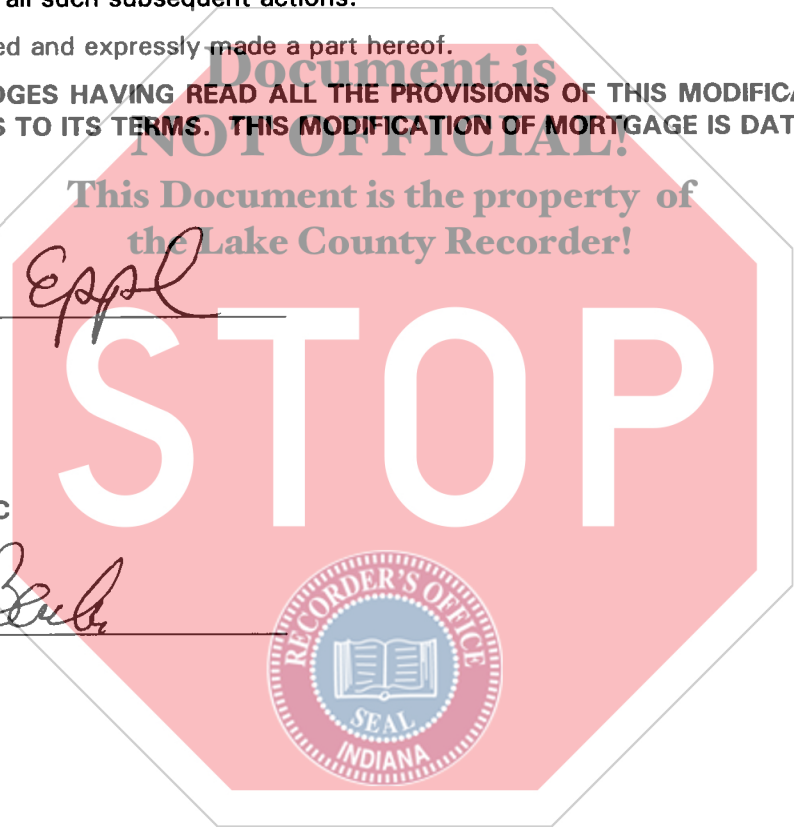
**GRANTOR:**

  
ROBERT J EPPL

**LENDER:**

**PROVIDENCE BANK, LLC**

  
Authorized Signer



INDIVIDUAL ACKNOWLEDGMENT

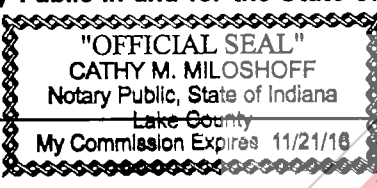
STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this day before me, the undersigned Notary Public, personally appeared **ROBERT J EPPL**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 25th day of July, 20 12.

By Cathy M Miloshoff Residing at 950 W US Hwy Schenerville IN 46375

Notary Public in and for the State of Indiana My commission expires 11/21/16



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STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 25th day of July, 20 12, before me, the undersigned Notary Public, personally appeared Walker Barde and known to me to be the \_\_\_\_\_, 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 Cathy M Miloshoff Residing at 950 W US Hwy Schenerville IN 46375

Notary Public in and for the State of Indiana My commission expires 11/21/16



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 (TAMI CLIFF, COMMERCIAL SERVICES ASSOCIATE).

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**This Modification of Mortgage was prepared by: TAMI CLIFF, COMMERCIAL SERVICES ASSOCIATE**

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**RIDER ATTACHED TO AND EXPRESSLY A PART OF THAT CERTAIN  
MORTGAGE BY AND BETWEEN ROBERT J. EPPL ("GRANTOR") AND  
PROVIDENCE BANK, LLC ("PROVIDENCE")**

This Rider dated June 23, 2012 amends and supplements the terms and conditions of the Mortgage of even date herewith (the "Mortgage") granted by Robert J. Eppl (the "Grantor"), and Providence Bank, LLC ("Providence") and the Related Documents (as defined in the Mortgage) executed and delivered as part of the same transaction.

**SECTION 1. PURPOSE; TERMS; GOVERNING DOCUMENT.** The purpose of this Rider is to modify certain terms and conditions of the loan transaction between the Grantor and Providence. Except as specifically modified in this Rider, all of the terms, conditions and provisions of the Mortgage and the Related Documents shall remain in full force and effect as originally stated. In the event of a conflict between the terms, conditions and provisions of this Rider and the Mortgage or the Related Documents, the terms, conditions and provisions hereof shall govern in all respects. Capitalized terms contained herein shall have the meanings ascribed to them in the Mortgage unless specifically provided to the contrary herein.

**SECTION 2. DUE ON SALE – CONSENT BY LENDER.** The reference to Illinois law is deleted and a reference to Indiana law is substituted in its place and stead.

**SECTION 3. GOVERNING LAW.** The Mortgage and the Related Documents will be governed by, construed and enforced in accordance with federal law and the laws of the State of Illinois in litigation to enforce collection of the debt but will be governed by, construed and enforced in accordance with federal law and the laws of the State of Indiana in litigation to foreclose on the Real Property.

**SECTION 4. CHOICE OF VENUE.** If there is litigation to enforce collection of the debt, Grantor agrees upon Providence's request, to submit to the jurisdiction of the courts of Cook County, State of Illinois. If there is litigation to foreclose on the Real Property, jurisdiction shall be in the county and state in which the Real Property is located.


**SECTION 5. WAIVER OF HOMESTEAD.** The reference to Illinois law is deleted and a reference to Indiana law is substituted in its place and stead.

**SECTION 6. WAIVER OF APPROVALS; AND CONSENTS.** Providence shall not be deemed to have waived any of the terms and conditions hereof, unless it does so in a writing signed by an officer of Providence and delivered to the Grantor. All approvals and consents hereunder shall be in writing and no approval or consent shall be deemed to have been given hereunder unless evidenced in writing and signed by an officer of Providence. Approvals or consents by Providence may be granted or denied in Providence's reasonable direction. The failure of Providence to enforce any condition or other provision of this Rider or to require at any time performance by the Grantor of any provision hereof shall in no way be construed to be a waiver of such provision or to affect either the validity of this Rider, or any part hereof, or the right of Providence thereafter to enforce each and every provision in accordance with the terms of this Rider. Any statements, agreements, or representations, oral or written, which may have

been made either by a Providence employee or agent acting on Providence's behalf with respect to this Rider, and all prior agreements and representations with respect to this Rider are merged herein.

This Rider was executed on the date first set forth above.

**GRANTOR: ROBERT J. EPPL**

By:   
Robert J. Eppl

**PROVIDENCE BANK, LLC**

By:   
Walter Banke, Vice President

