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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 057704

2012 AUG 24 AM 11:50

RECORDED
S. J. MAN
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

THIS MODIFICATION OF MORTGAGE dated August 16, 2012, is made and executed between VANTIL'S REAL ESTATE, LLC, an Indiana limited liability company whose address is 2635 169TH ST, HAMMOND, IN 46323-1507 (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 August 16, 2011 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded August 25, 2011 as Document No. 2011 046377.

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

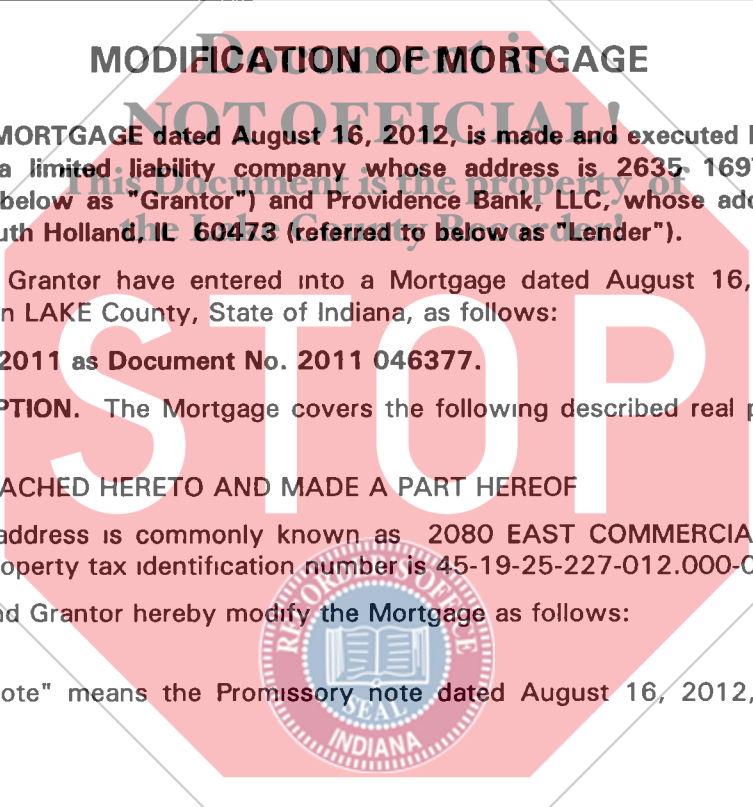
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The Real Property or its address is commonly known as 2080 EAST COMMERCIAL AVENUE, LOWELL, IN 46356-2116. The Real Property tax identification number is 45-19-25-227-012.000-008.

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

DEFINITIONS.

NOTE. The word "Note" means the Promissory note dated August 16, 2012, in the original principal



AMOUNT \$ 37.00
CASH _____ CHARGE _____
CHECK # 021093
OVERAGE _____
COPY _____
NON-COM _____
CLERK _____ cp

Ref

**MODIFICATION OF MORTGAGE
(Continued)**

amount of \$1,000,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is August 16, 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 endorers 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 AUGUST 16, 2012.

GRANTOR:

VANTIL'S REAL ESTATE, LLC

By: 
FRANKLIN D VAN TIL, Manager of VANTIL'S REAL ESTATE, LLC

By: 
SAMUEL N VAN TIL, Manager of VANTIL'S REAL ESTATE, LLC



MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 16th day of August, 20 12, before me, the undersigned Notary Public, personally appeared WALTER BANK 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 Christine E Conner Residing at Lake County Indiana

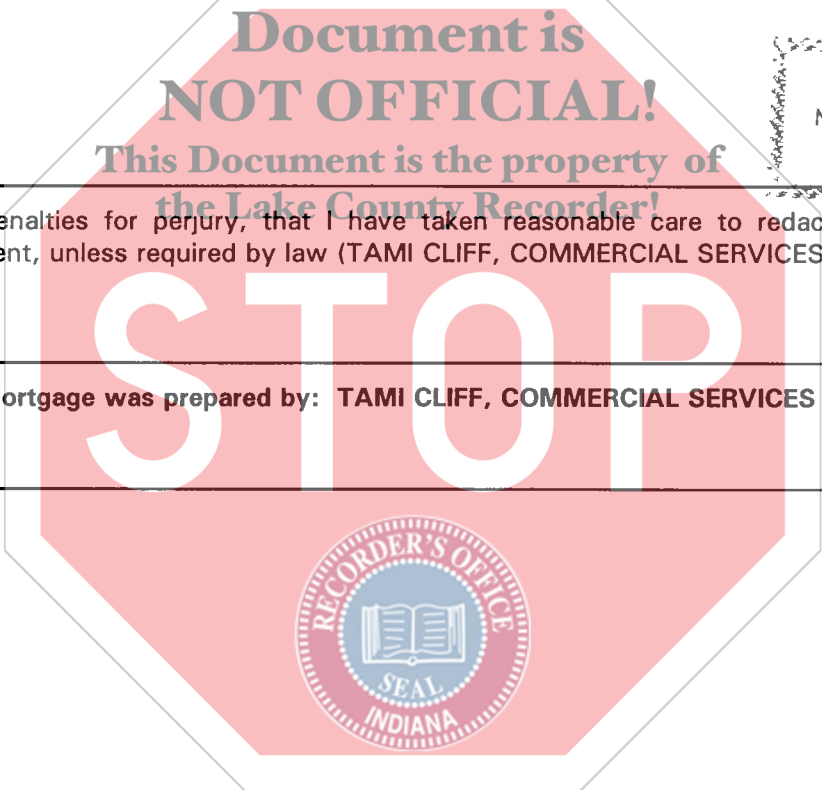
Notary Public in and for the State of Indiana My commission expires April 8 2017

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 (TAMI CLIFF, COMMERCIAL SERVICES ASSOCIATE).

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



MODIFICATION OF MORTGAGE
(Continued)

LENDER:

PROVIDENCE BANK, LLC

x Walter Beaul
Authorized Signer

CORPORATE ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 16th day of August, 2012, before me, the undersigned Notary Public, personally appeared **FRANKLIN D VAN TIL, Manager of VANTIL'S REAL ESTATE, LLC and SAMUEL N VAN TIL, Manager of VANTIL'S REAL ESTATE, LLC**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Christine E Conner Residing at Lake, Indiana
Notary Public in and for the State of Indiana My commission expires April 8 2017

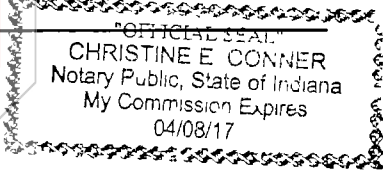
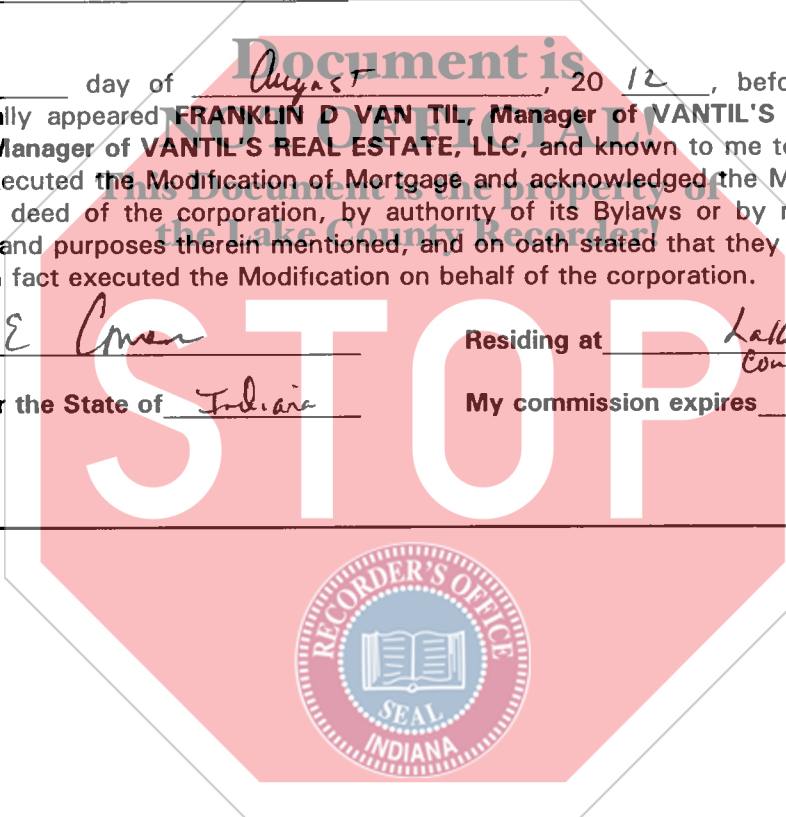


Exhibit "A"

Parcel 1: The North 435 feet of the East 500 feet of the Northeast Quarter of Section 25, Township 33 North, Range 9 West of the 2nd Principal Meridian, in the Town of Lowell, Lake County, Indiana, EXCEPTING therefrom the following three parcels:

(1) Beginning at the Northeast corner of said Section 25, said point being a brass monument, thence South along the East line of said Section 25, having an assumed bearing of South 00 degrees 00 minutes 00 seconds West, 220.03 feet (220.05 feet measured) to a pk nail; thence North 89 degrees 03 minutes 22 seconds West along a line parallel to the North line of said Section 25, 60.01 feet, to a set reinforcing bar, said point being the point of beginning; thence continuing North 89 degrees 03 minutes 22 seconds West, 130.02 feet; thence North 00 degrees 00 minutes 00 seconds East, along a line parallel to the East line of the Northeast Quarter of said Section 25, 189.75 feet (191.14 feet measured), to a set reinforcing bar; thence East along the South right of way line of State Route No.2, 130.02 feet to a set reinforcing bar lying 60.00 feet West of and parallel to the East line of the Northeast quarter of said Section 25; thence South 00 degrees 00 minutes 00 seconds West, along a line 60.00 feet West of and parallel to the East line of the Northeast quarter of said section 25, 190.96 feet (190.38 feet measured), to the point of beginning, all in Lake County, Indiana.

(2) Part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 33 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the North line of said Section that is North 89 degrees 04 minutes 45 seconds West, 500.0 feet from the Northeast corner of said Section; thence due South parallel to the East line of said Section 435.0 feet (438.12 feet measured) to the point of beginning; thence South 89 degrees 04 minutes 45 seconds East parallel to the North line of said Section 21.00 feet; thence North 0 degrees 55 minutes 15 seconds East, 170.0 feet; thence North 89 degrees 04 minutes 45 seconds West, 23.73 feet; thence due South parallel to the East line of said Section, 170.02 feet to the point of beginning, in Lake County, Indiana.

(3) Part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 33 North, Range 9 West of the 2nd P.M., in Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Section 25; thence North 88 degrees 48 minutes 15 seconds West 59.54 feet (North 89 degrees 04 minutes 45 seconds West 60.01 feet measured) along the North line of said section to the Northwest corner of the owner's land; thence South 0 degrees 16 minutes 30 seconds West 29.10 feet (29.63 feet measured) along the West line of the owner's land to the south boundary of S.R. 2 and the point of beginning of this description; thence South 87 degrees 56 minutes 00 seconds East 40.02 feet along the boundary of said S.R. 2 to the west boundary of Clark Street; thence South 0 degrees 16 minutes 30 seconds West 270.61 feet along the boundary of said Clark Street, thence North 89 degrees 43 minutes 30 seconds West 10.00 feet; thence North 0 degrees 16 minutes 30 seconds East 240.00 feet; thence North 43 degrees 59 minutes 56 seconds West 37.34 feet; thence North 80 degrees 48 minutes 30 seconds West 3.98 feet to the west line of the owner's land; thence North 0 degrees 16 minutes 30 seconds East 4.51 feet along said west line to the point of beginning.

Parcel 2: The south 30 feet of the North 465 feet of the East 500 feet of the Northeast $\frac{1}{4}$ of Section 25, Township 33 North, Range 9 West of the 2nd Principal Meridian, in the Town of Lowell, in Lake County, Indiana.

Parcel 3: Easement Agreement as created July 23, 1976 in the Easement recorded August 10, 1976 as Document No. 363796 and described as follows:

A part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25, Township 33 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the North line of said Section 25 that is N 89 degrees 4 minutes 45 seconds West 500.00 feet from the Northeast corner of said Section 25, thence S 0 degrees 0 minutes 0 seconds E parallel to the East line of said Section, 264.98 feet (268.12 feet measured), thence S 89 degrees 4 minutes 45 seconds E, 23.73 feet, thence S 0 degrees 55 minutes 15 seconds W, 10.00 feet, thence N 89 degrees 4 minutes 45 seconds W, 490.00 feet, thence S 0 degrees 55 minutes 15 seconds W, 175.00 feet, thence S. 89 degrees 4 minutes 45 seconds E, 410.00 feet, thence N 0 degrees 55 minutes 15 seconds E, 35.00 feet, thence S 89 degrees 4 minutes 45 seconds E, 80.00 feet, thence S 0 degrees 55 minutes 15 seconds W, 20.00 feet, thence N 89 degrees 4 minutes 45 seconds W, 21.00 feet, thence S 0 degrees 0 minutes 0 seconds E 35.00 feet, thence N 89 degrees 4 minutes 45 seconds W, 509.05 feet, to a line that is parallel to and 330.00 feet East of the West line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, thence N 0 degrees 7 minutes 30 seconds W along said parallel line, 470.02 feet to the North line of said Section 25, thence S 89 degrees 4 minutes 45 seconds E, along said north line 510.08 feet to the place of beginning.

**RIDER ATTACHED TO AND EXPRESSLY A PART OF THAT CERTAIN
MORTGAGE BY AND BETWEEN VAN TIL'S REAL ESTATE, LLC ("GRANTOR")
AND PROVIDENCE BANK, LLC ("PROVIDENCE")**

This Rider dated **August 16, 2012** amends and supplements the terms and conditions of the Mortgage of even date herewith (the "Mortgage") granted by Van Til's Real Estate, LLC (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.

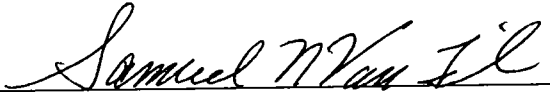
SECTION 6. WAIVER OF APPROVALS; AND CONSENTS. Providence shall not be deemed to have waived any of the terms and conditions hereof, unless it does so in a writing signed by an officer of Providence and delivered to the Grantor. All approvals and consents hereunder shall be in writing and no approval 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: VAN TIL'S REAL ESTATE, LLC

By: 
Franklin D. Van Til, Manager

By: 
Samuel N. Van Til, Manager

PROVIDENCE BANK, LLC

By: 
Walter Banke, Vice President

