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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2012 059224

2012 AUG 31 AM 9:44

MICHAEL T. 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**

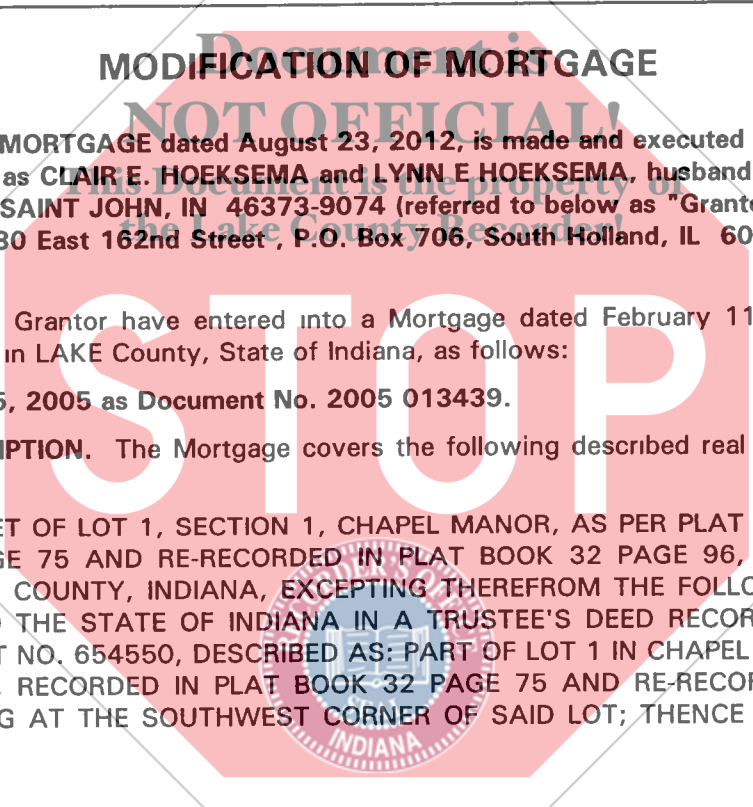
**THIS MODIFICATION OF MORTGAGE** dated August 23, 2012, is made and executed between **CLAIR EDWARD HOEKSEMA**, also known as **CLAIR E. HOEKSEMA** and **LYNN E HOEKSEMA**, husband and wife, whose address is **8950 SCHILLTON DR, SAINT JOHN, IN 46373-9074** (referred to below as "Grantor") and **Providence 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 February 11, 2005 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded February 25, 2005 as Document No. 2005 013439.

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

THE SOUTH 320 FEET OF LOT 1, SECTION 1, CHAPEL MANOR, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32 PAGE 75 AND RE-RECORDED IN PLAT BOOK 32 PAGE 96, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED REAL ESTATE DEEDED TO THE STATE OF INDIANA IN A TRUSTEE'S DEED RECORDED ON DECEMBER 23, 1981 AS DOCUMENT NO. 654550, DESCRIBED AS: PART OF LOT 1 IN CHAPEL MANOR, SECTION 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32 PAGE 75 AND RE-RECORDED IN PLAT BOOK 32 PAGE 96, BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT; THENCE NORTH 00 DEGREES 07



**FIDELITY NATIONAL  
TITLE COMPANY**

92012-3523 ①

AMOUNT \$ 25  
CASH      CHARGE FN REF 1  
CHECK#             
OVERAGE             
COPY             
NON-CONF             
DEPUTY     aw    

u.

**MODIFICATION OF MORTGAGE  
(Continued)**

MINUTES 30 SECONDS WEST 13.33 FEET ALONG THE WEST LINE OF SAID LOT; THENCE SOUTH 56 DEGREES 31 MINUTES 03 SECONDS EAST, 24.01 FEET TO THE SOUTH LINE OF SAID LOT; THENCE SOUTH 08 DEGREES 46 MINUTES 15 SECONDS WEST, 20.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING

The Real Property or its address is commonly known as 7895 BROADWAY, MERRILLVILLE, IN 46410. The Real Property tax identification number is 45-12-22-102-004.000-030.

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

**DEFINITIONS.**

**Note.** The word "Note" means the promissory note dated August 23, 2012, in the original principal amount of \$1,070,990.49 from Grantor 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 23, 2017.

**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.

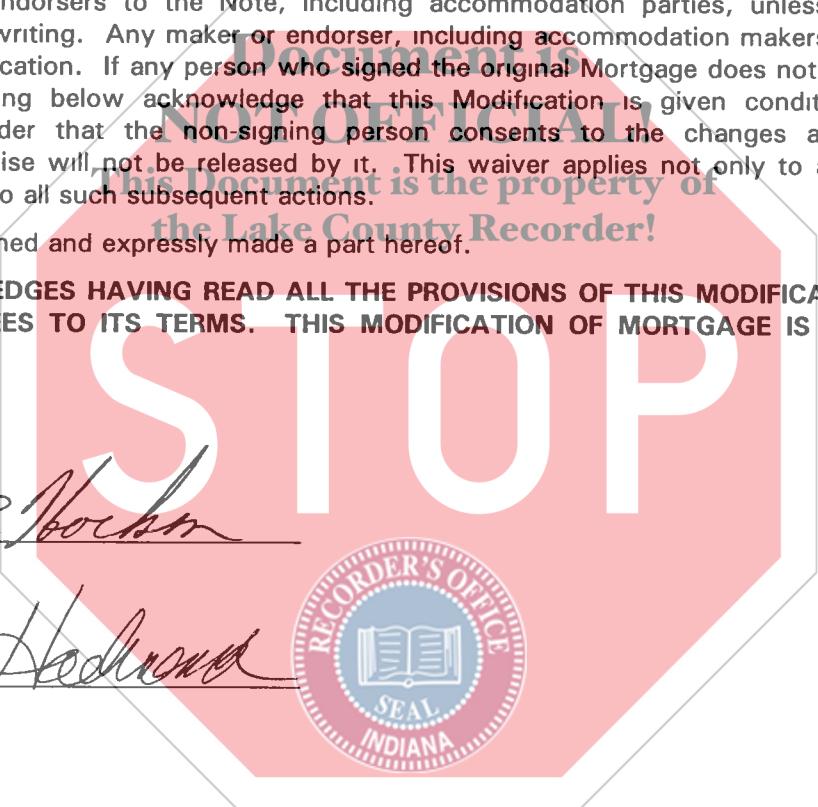
**RIDER.** See Rider attached and expressly made a part hereof.

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

**GRANTOR:**

  
CLAIR E HOEKSEMA

  
LYNN E HOEKSEMA



MODIFICATION OF MORTGAGE  
(Continued)

LENDER:

PROVIDENCE BANK, LLC

X *E. J. Holt*  
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

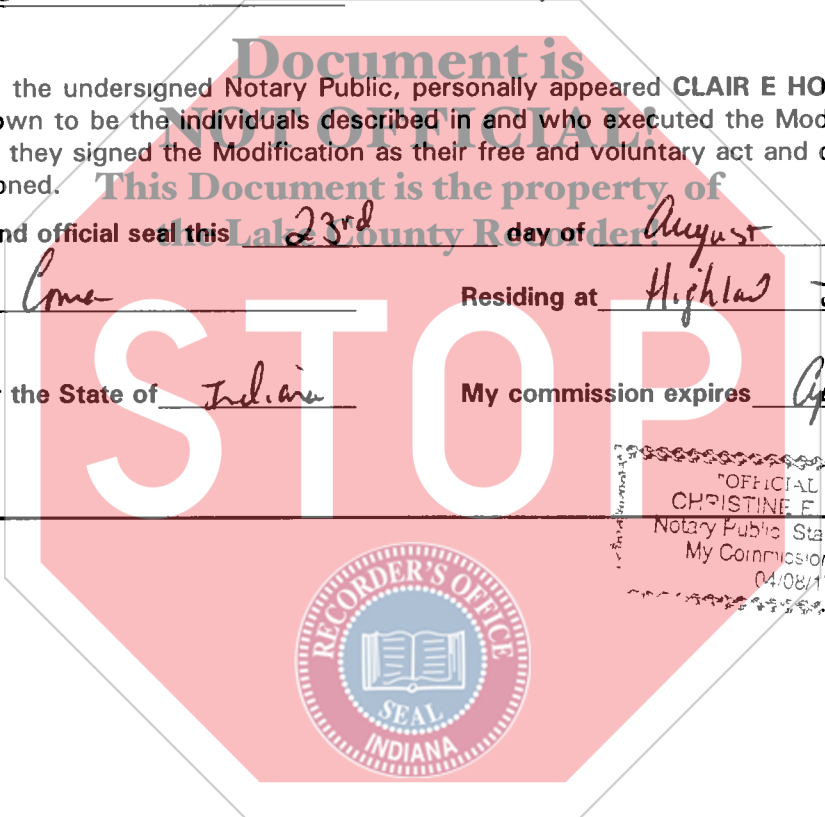
STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this day before me, the undersigned Notary Public, personally appeared **CLAIR E HOEKSEMA** and **LYNN E HOEKSEMA**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23<sup>rd</sup> day of August, 2012.

By *Christine E Conner* Residing at Highland In

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



"OFFICIAL SEAL"  
CHRISTINE E. CONNER  
Notary Public, State of Indiana  
My Commission Expires  
04/08/17

MODIFICATION OF MORTGAGE  
(Continued)

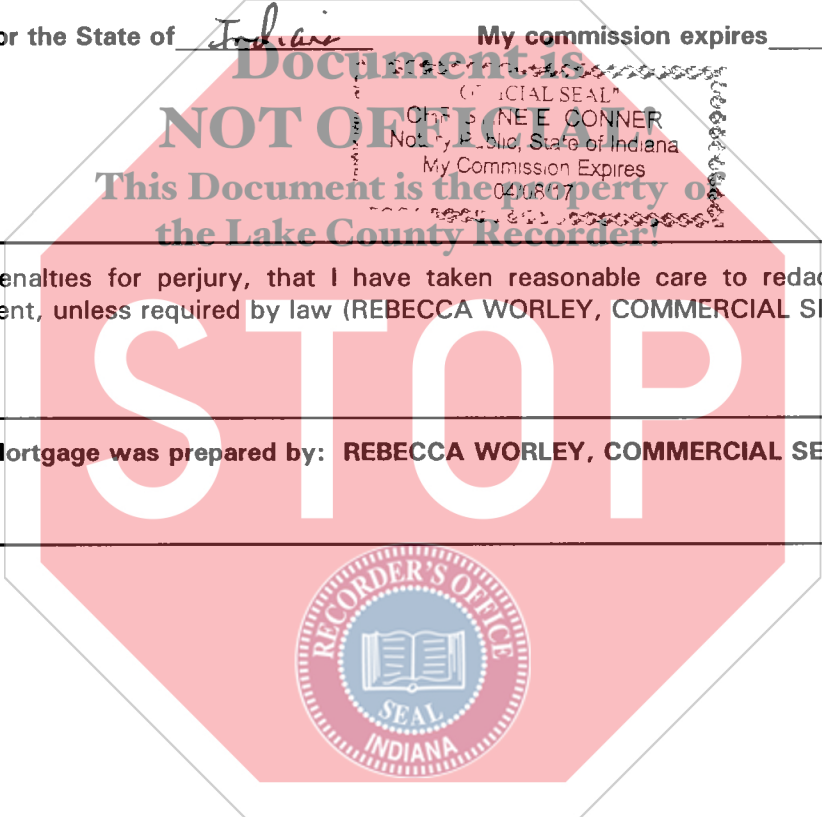
LENDER ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF LAKE )

On this 23<sup>rd</sup> day of August, 20 12, before me, the undersigned Notary Public, personally appeared Eric Holtrap AVE 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 [Signature] Residing at Highland Indiana

Notary Public in and for the State of Indiana My commission expires Apr. 1 8 2017



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).

This Modification of Mortgage was prepared by: REBECCA WORLEY, COMMERCIAL SERVICES ASSOCIATE

**RIDER ATTACHED TO AND EXPRESSLY A PART OF THAT CERTAIN  
MORTGAGE BY AND BETWEEN CLAIR EDWARD HOEKSEMA ALSO KNOWN AS  
CLAIR E. HOEKSEMA AND LYNN E. HOEKSEMA ("GRANTOR") AND  
PROVIDENCE BANK, LLC ("PROVIDENCE")**

This Rider dated August 21, 2012, amends and supplements the terms and conditions of the Mortgage of even date herewith (the "Mortgage") by and between Clair Edward Hoeksema also known as Clair E. Hoeksema and Lynn E. Hoeksema (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. 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 3. 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 4. 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.

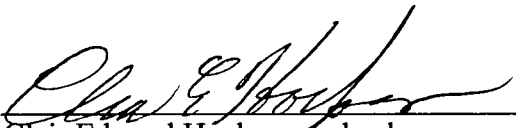
**SECTION 5. WAIVER OF HOMESTEAD EXEMPTION.** The reference to Illinois law is deleted and a reference to Indiana law is substituted in its place and stead.

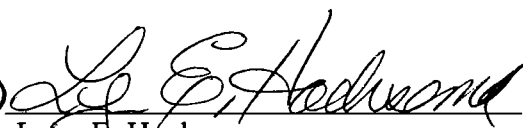
**SECTION 6. WAIVER OF APPROVALS; AND CONSENTS.** Providence shall not be deemed to have waived any of the terms and conditions hereof, unless it does so in a writing signed by an officer of Providence and delivered to the Grantor. All approvals and consents hereunder shall be in writing and no approval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

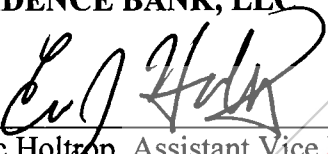
This Rider was executed on the date first set forth above.

**GRANTOR: CLAIR EDWARD HOEKSEMA ALSO KNOWN AS CLAIR E. HOEKSEMA AND LYNN E. HOEKSEMA**

By:   
Clair Edward Hoeksema also known as  
Clair E. Hoeksema

By:   
Lynn E. Hoeksema

**PROVIDENCE BANK, LLC**

By:   
Eric Holtrop, Assistant Vice President

