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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 066703

2012 SEP 21 PM 12:22

MICHAEL J. SHIMAN
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 September 1, 2012, is made and executed between DSMS INC., whose address is 7003 KENNEDY AVENUE, HAMMOND, IN 46323 (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 31, 2007 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded September 13, 2007 as Document No. 2007 074002.

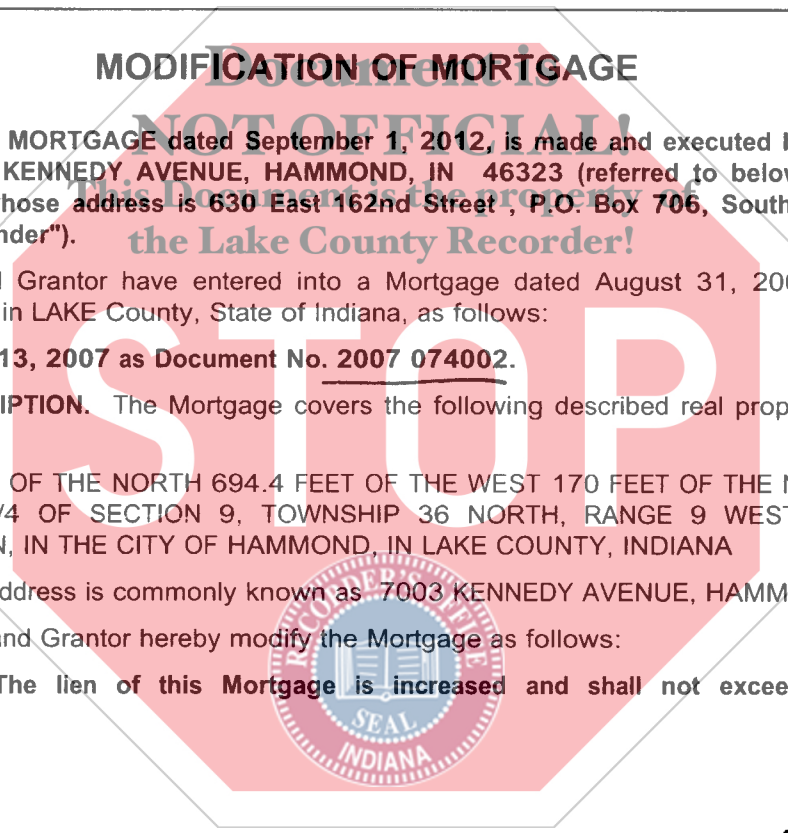
REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in LAKE County, State of Indiana:

THE SOUTH 37 FEET OF THE NORTH 694.4 FEET OF THE WEST 170 FEET OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND, IN LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 7003 KENNEDY AVENUE, HAMMOND, IN 46323.

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 \$ 21.00
CASH _____ CHARGE _____
CHECK # 021183 _____
OVERAGE _____
COPY _____
NON-COM _____
CLERK 90 _____

Wef

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**MODIFICATION OF MORTGAGE
(Continued)**

\$174,641.30.

DEFINITIONS.

NOTE. The word "Note" means the Promissory Note dated September 1, 2012, in the original principal amount of \$87,320.65 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 interest rate on the Note is 6.00% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: In 59 regular payments of \$740.89 each and one irregular last payment estimated at \$67,219.38. Grantor's first payment is due October 1, 2012, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on September 1, 2017, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest .

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.

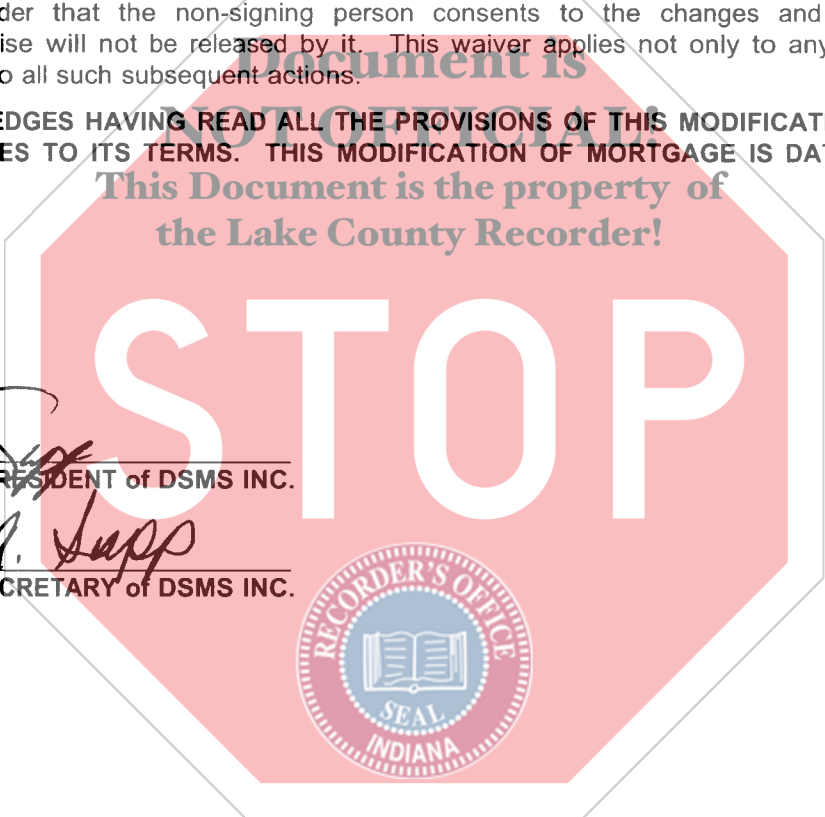
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 1, 2012.

GRANTOR:

DSMS INC.

By: *Daniel E Sapp*
DANIEL E SAPP, PRESIDENT of DSMS INC.

By: *Mary A. Sapp*
MARY A SAPP, SECRETARY of DSMS INC.



MODIFICATION OF MORTGAGE
(Continued)

LENDER:

PROVIDENCE BANK, LLC

x Walter Bank
Authorized Signer

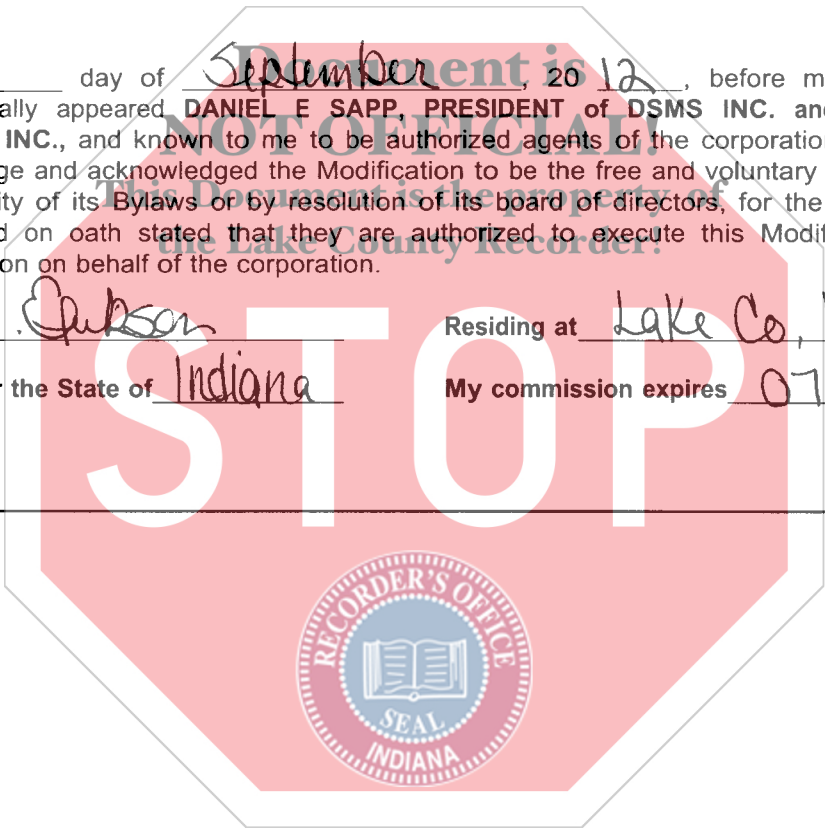
CORPORATE ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)



On this 13th day of September, 2012, before me, the undersigned Notary Public, personally appeared **DANIEL E SAPP, PRESIDENT of DSMS INC. and MARY A SAPP, SECRETARY of DSMS INC.**, 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 Kathy L. Erikson Residing at Lake Co, IN
Notary Public in and for the State of Indiana My commission expires 07.01.2016



LENDER ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake



On this 13th day of September, 20 13, before me, the undersigned Notary Public, personally appeared Water Bank and known to me to be the VP Lending, 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 Kathy L. Erikson

Residing at Lake Co IN

Notary Public in and for the State of Indiana

My commission expires 07.01.2016

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 (ANDREA GUT, COMMERCIAL SERVICES ASSOCIATE).

This Modification of Mortgage was prepared by: ANDREA GUT, COMMERCIAL SERVICES ASSOCIATE

