

2012 067581

2012 SEP 26 AM 9:36

MICHAEL J. HUMAN
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 29, 2012, is made and executed between LEEP'S SUPPLY COMPANY, INC., whose address is 8001 TYLER ST, MERRILLVILLE, IN 46410-5345 (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").

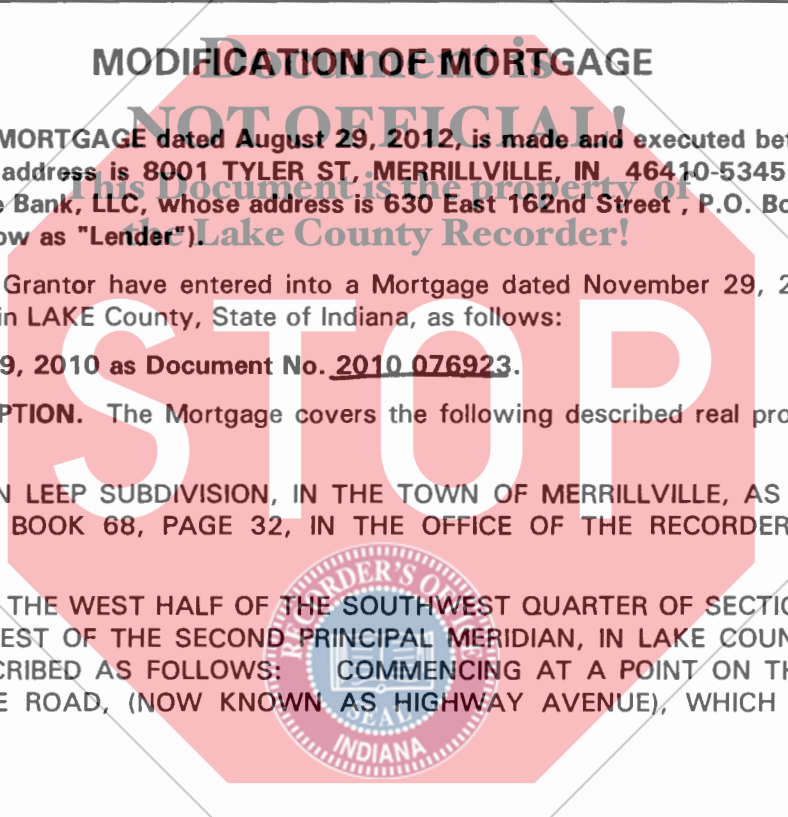
MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 29, 2010 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded December 29, 2010 as Document No. 2010 076923.

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

PARCEL 1: LOT 1 IN LEEP SUBDIVISION, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 68, PAGE 32, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

PARCEL 2: PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF RIDGE ROAD, (NOW KNOWN AS HIGHWAY AVENUE), WHICH IS 125.00 FEET (BY



AMOUNT \$ 27.00
CASH _____ CHARGE _____
CHECK # 021141, 021185
OVERAGE _____
COPY _____
NON-COM _____
CLERK _____ CP E

1/26/12

MODIFICATION OF MORTGAGE
(Continued)

RECTANGULAR MEASUREMENT) WEST OF THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARATER; THENCE NORTH 82 DEGREES 29 MINUTES 00 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 84.89 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 82 DEGREES 29 MINUTES 00 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 84.89 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER A DISTANCE OF 150 FEET; THENCE SOUTH 82 DEGREES 29 MINUTES EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH, PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 786.92 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE NORTHERN INDIANA PUBLIC SERVICE COMPANY; THENCE NORTH 43 DEGREES 29 MINUTES 00 SECONDS EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 100.69 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 869.12 FEET; THENCE NORTH 82 DEGREES 29 MINUTES 00 SECONDS WEST, PARALLEL TO THE NORTH RIGHT OF WAY LINE OF RIDGE ROAD, (NOW KNOWN AS HIGHWAY AVENUE), A DISTANCE OF 15.00 FEET; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3: PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF HOBART, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY OF THE PITTSBURGH, FORT WAYNE AND CHICAGO RAILROAD, WHICH IS 124.9 FEET EASTERLY, AS MEASURED ON THE SAID RIGHT OF WAY LINE, FROM THE POINT OF INTERSECTION OF THE SAID RIGHT OF WAY LINE WITH THE WEST LINE OF THE NORTHWESTERLY QUARTER OF SAID SECTION 33; THENCE IN A NORTHEASTERLY DIRECTION, ALONG A LINE WHICH MAKES A NORTHEAST ANGLE OF 80 DEGREES 06 MINUTES 30 SECONDS WITH THE SAID RIGHT OF WAY LINE, 198.7 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 130; THENCE SOUTHEASTERLY, ALONG THE SOUTHERLY RIGHT OF WAY LINE, 766.5 FEET, MORE OR LESS, TO A POINT ON THE SAID NORTHERLY RIGHT OF WAY LINE OF SAID PITTSBURGH, FORT WAYNE AND CHICAGO RAILROAD, WHICH IS 765.74 FEET EASTERLY OF THE POINT OF BEGINNING; THENCE WESTERLY, ALONG THE SAID NORTHERLY RIGHT OF WAY LINE, 765.74 FEET TO THE POINT OF BEGINNING.

PARCEL 4: LOT 10 IN MCCONNELL PLAZA ADDITION TO THE TOWN OF LOWELL, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 49, PAGE 16, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as PARCEL 1: 8001 TYLER STREET, MERRILLVILLE, INDIANA 46410; PARCEL 2: 2543 HIGHWAY AVENUE, HIGHLAND, INDIANA 46322; PARCEL 3: 350 S STATE ROAD 130, HOBART, INDIANA 46342; PARCEL 4: 7332 MCCONNELL AVENUE, LOWELL, IN 46356. The Real Property tax identification number is PARCEL 1: 45-12-21-178-001.000-030; PARCEL 2: 45-07-21-302-014.000-026, 45-07-21-302-015.000-026, 45-07-21-302-016.000-026; PARCEL 3: 45-09-33-151-003.000-018; PARCEL 4: 45-19-23-181-004.000-008.

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

DEFINITIONS.

Note. The word "Note" means the promissory note dated August 29, 2012, in the original principal amount of \$800,000.00 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 29, 2013. **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

**MODIFICATION OF MORTGAGE
(Continued)**

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 endorser 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 29, 2012.

GRANTOR:

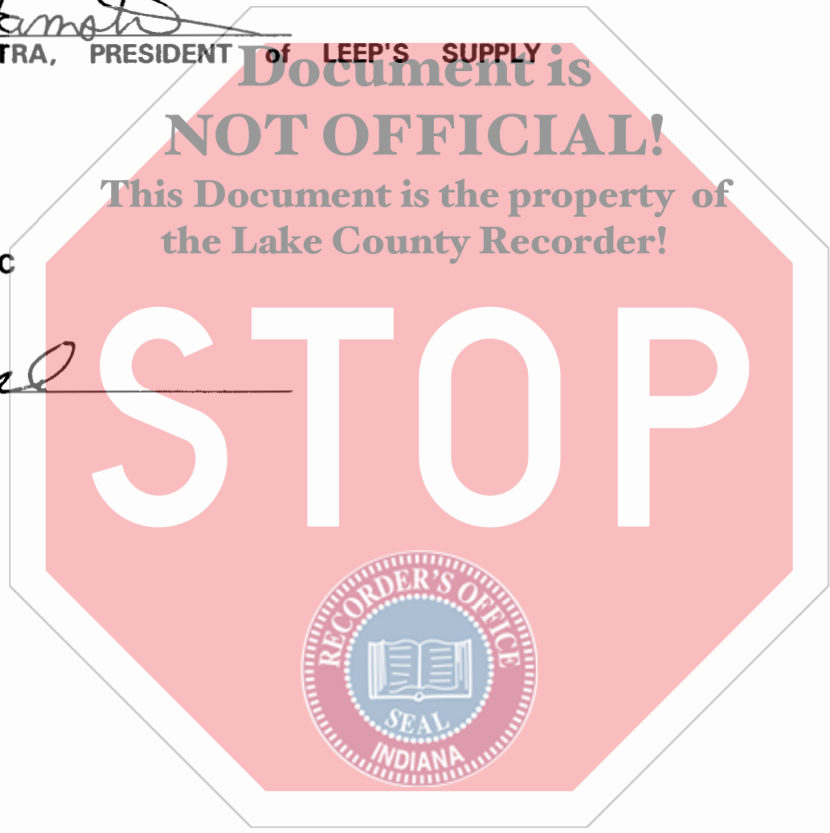
LEEP'S SUPPLY COMPANY, INC.

By: *John Hamstra*
JOHN W HAMSTRA, PRESIDENT of LEEP'S SUPPLY
COMPANY, INC.

LENDER:

PROVIDENCE BANK, LLC

x *Walter Bond*
Authorized Signer



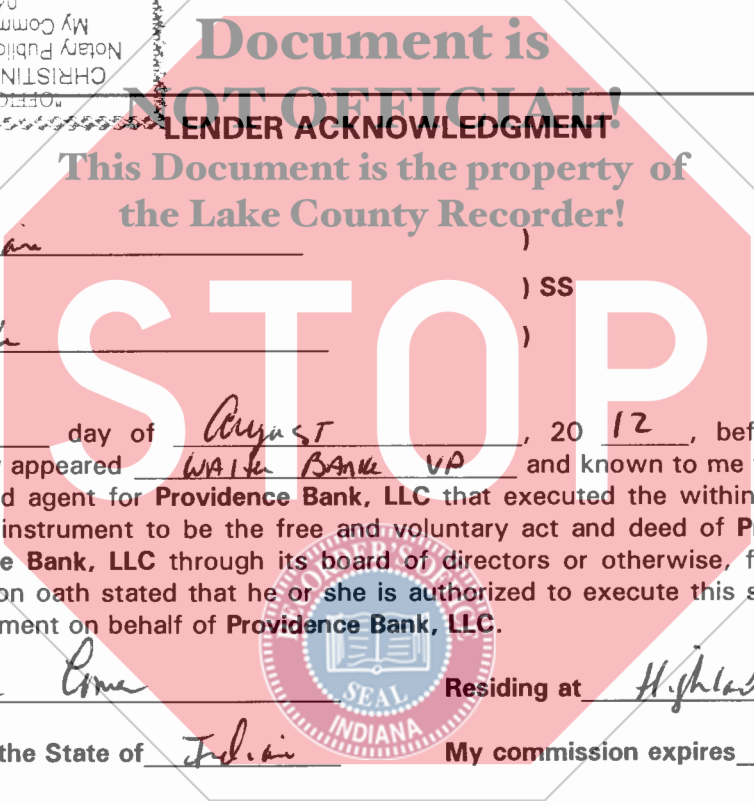
CORPORATE ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 29th day of August, 2012, before me, the undersigned Notary Public, personally appeared **JOHN W HAMSTRA, PRESIDENT of LEEP'S SUPPLY COMPANY, INC.**, and known to me to be an authorized agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Christ E Conner Residing at Hightstown
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



STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 29th day of August, 2012, before me, the undersigned Notary Public, personally appeared WALTER BANK VP 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 Christ E Conner Residing at Hightstown Indiana
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)**

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 SERVICE ASSOCIATE).

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



**RIDER ATTACHED TO AND EXPRESSLY A PART OF THAT CERTAIN
MORTGAGE BY AND BETWEEN LEEP'S SUPPLY COMPANY, INC. ("GRANTOR")
AND PROVIDENCE BANK, LLC ("PROVIDENCE")**

This Rider dated August 29, 2012 amends and supplements the terms and conditions of the Mortgage of even date herewith (the "Mortgage") by and between Leep's Supply Company, Inc. (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:

LEEP'S SUPPLY COMPANY, INC.

By: 
John W. Hamstra, President

PROVIDENCE BANK, LLC

By: 
Walter Banke, Vice President

