

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2013 017554

2013 MAR -8 AM 9:40

MICHAEL B. BROWN  
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

**SEND TAX NOTICES TO:**

EDWARD DYKSTRA  
KAREN DYKSTRA  
1741 POPLAR LN  
MUNSTER, IN 46321

Document is

NOT OFFICIAL!

MODIFICATION OF MORTGAGE

This Document is the property of

THIS MODIFICATION OF MORTGAGE dated February 8, 2013, is made and executed between EDWARD DYKSTRA, whose address is 1741 POPLAR LN, MUNSTER, IN 46321 and KAREN DYKSTRA, whose address is 1741 POPLAR LN, MUNSTER, IN 46321 (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 June 28, 2005 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded August 16, 2005 as Document No. 2005 069321.

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

LOT 17 IN GRIFFITH INDUSTRIAL PARK TO THE TOWN OF GRIFFITH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 49 PAGE 122, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 223 LINDBERG AVENUE, GRIFFITH, IN 46319. The Real Property tax identification number is 45-11-03-228-006.000-006.

AMOUNT \$ 24<sup>00</sup>  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK# 024030 + 024069  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-CONF \_\_\_\_\_  
DEPUTY RP

**MODIFICATION OF MORTGAGE  
(Continued)**

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

**\BDEFINITIONS.\b**


\B Note.\b The word "Note" means the promissory note dated November 1, 2010, \Bin the original principal amount of \$1,124,230.55\b 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 November 1, 2015.


**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 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.

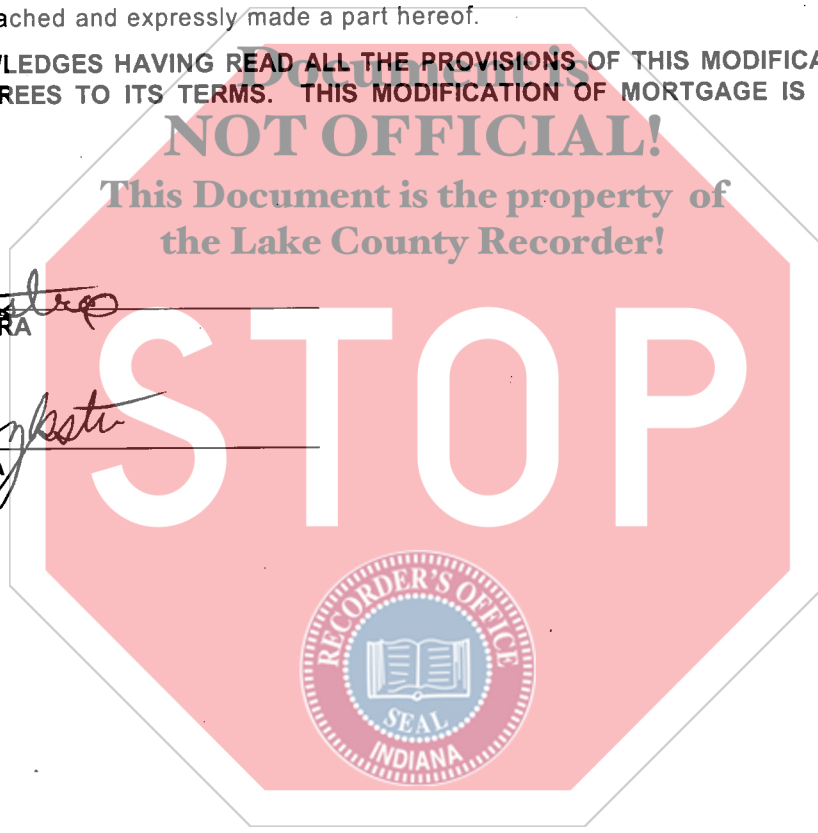
**RIDER.** See Rider attached and expressly made a part hereof.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 8, 2013.**

**GRANTOR:**

  
EDWARD DYKSTRA

  
KAREN DYKSTRA



MODIFICATION OF MORTGAGE  
(Continued)

LENDER:

PROVIDENCE BANK, LLC

X *[Signature]*  
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS )

) SS

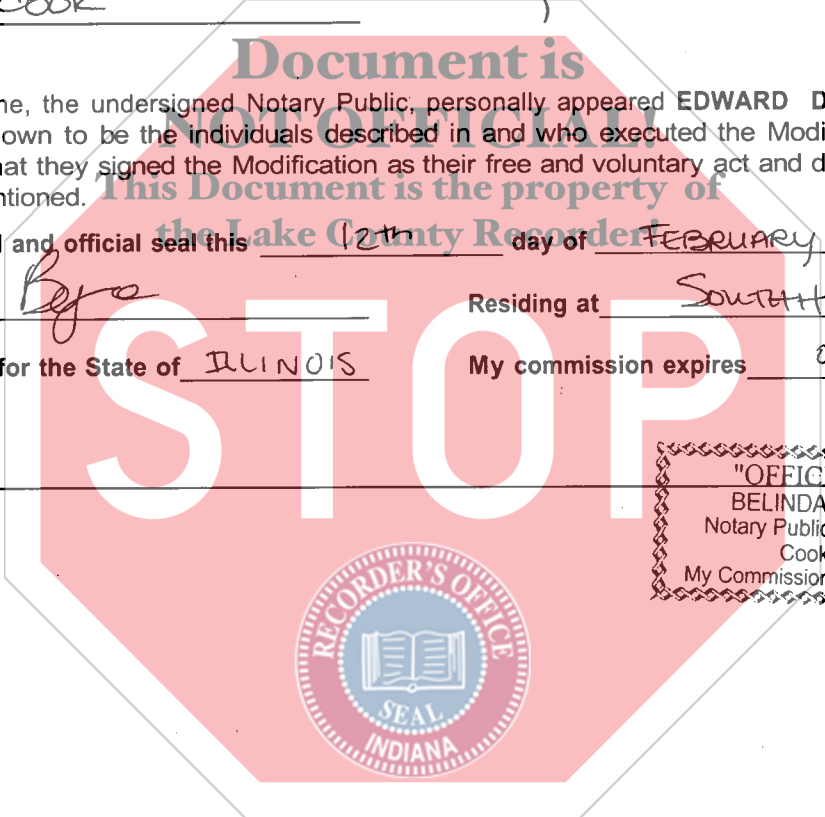
COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared EDWARD DYKSTRA and KAREN DYKSTRA, 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 12th day of FEBRUARY, 20 13.

By *[Signature]* Residing at SOUTH HOLLAND

Notary Public in and for the State of ILLINOIS My commission expires 08/24/16



"OFFICIAL SEAL"  
BELINDA BEJARANO  
Notary Public, State of Illinois  
Cook County  
My Commission Expires 08/24/16



MODIFICATION OF MORTGAGE  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 12<sup>th</sup> day of FEBRUARY, 20 13, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ 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**.

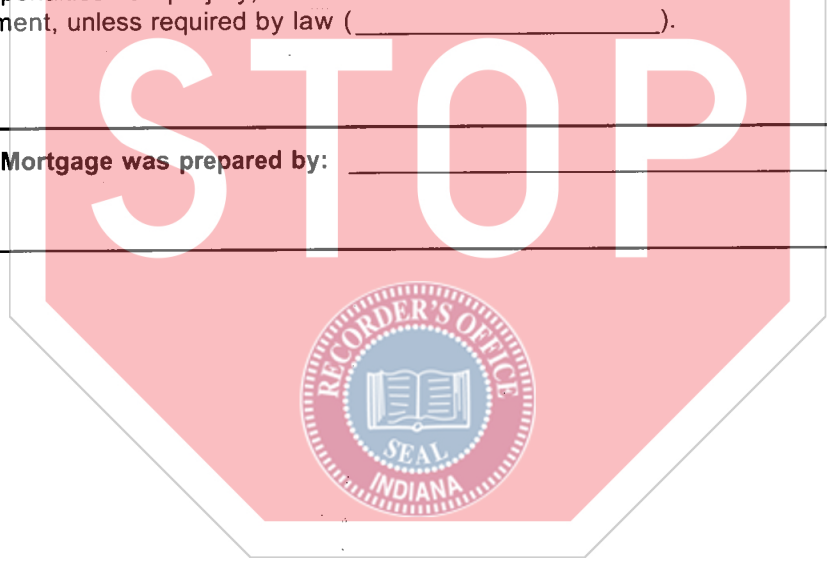
By Belinda Bejarano Residing at SOUTH HOLLAND  
Notary Public in and for the State of ILLINOIS My commission expires 08/24/16

Document is NOT OFFICIAL  
This Document is the property of the Lake County Recorder!

"OFFICIAL SEAL"  
BELINDA BEJARANO  
Notary Public, State of Illinois  
Cook County  
My Commission Expires 08/24/16

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 ( \_\_\_\_\_ ).

This Modification of Mortgage was prepared by: \_\_\_\_\_



**RIDER ATTACHED TO AND EXPRESSLY A PART OF THAT CERTAIN  
MORTGAGE BY AND BETWEEN EDWARD DYKSTRA AND KAREN DYKSTRA  
("GRANTOR") AND PROVIDENCE BANK, LLC ("PROVIDENCE")**

This Rider dated February 8, 2013, amends and supplements the terms and conditions of the Mortgage of even date herewith (the "Mortgage") by and between Edward Dykstra and Karen Dykstra (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.

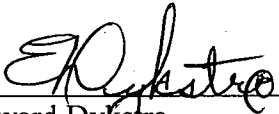
**SECTION 5. WAIVER OF HOMESTEAD EXEMPTION.** The reference to Illinois law is deleted and a reference to Indiana law is substituted in its place and stead.

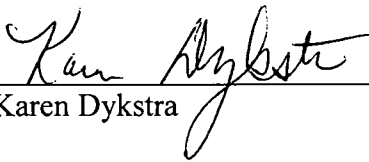
**SECTION 6. WAIVER OF APPROVALS; AND CONSENTS.** Providence shall not be deemed to have waived any of the terms and conditions hereof, unless it does so in a writing signed by an officer of Providence and delivered to the Grantor. All approvals and consents hereunder shall be in writing and no approval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

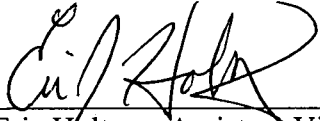
This Rider was executed on the date first set forth above.

**GRANTOR: EDWARD DYKSTRA AND KAREN DYKSTRA**

By   
Edward Dykstra

By   
Karen Dykstra

**PROVIDENCE BANK, LLC**

By:   
Eric Holtrop, Assistant Vice President

