

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 007902

2014 FEB 11 AM 9:06

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

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 31, 2014, is made and executed between TIMOTHY S KUIPER, whose address is 3940 WHITCOMB STREET, GARY, IN 46408 (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 14, 2008 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded February 28, 2008 as Document No. 2008 014393.

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 PARCEL 1: 3955 WRIGHT STREET, GARY, INDIANA 46408; PARCEL 2: 4027 WEST RIDGE ROAD, GARY, INDIANA 46408; 4141 WEST RIDGE ROAD, GARY, IN 46408. The Real Property tax identification number is PARCEL 1: 45-08-30-176-004.000-001; PARCEL 2: 45-08-30-176-003.000-001; PARCEL 3: 45-08-30-176-002.000-001.

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

92008-1073 providence
Bank

64 1-ref # 27⁰⁰
FW
SP

**MODIFICATION OF MORTGAGE
(Continued)**

MAXIMUM LIEN. The lien of this Mortgage is increased and shall not exceed at any one time \$499,060.78.

DEFINITIONS.

Note. The word "Note" means the promissory note dated January 31, 2014, in the original principal amount of \$249,530.39 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 February 1, 2019.

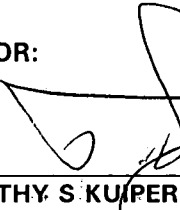
Borrower. The word "Borrower" means KUIPER PROPERTIES, LLC; and TIMOTHY S KUIPER and includes all co-signers and co-makers signing the Note and all their successors and assigns.

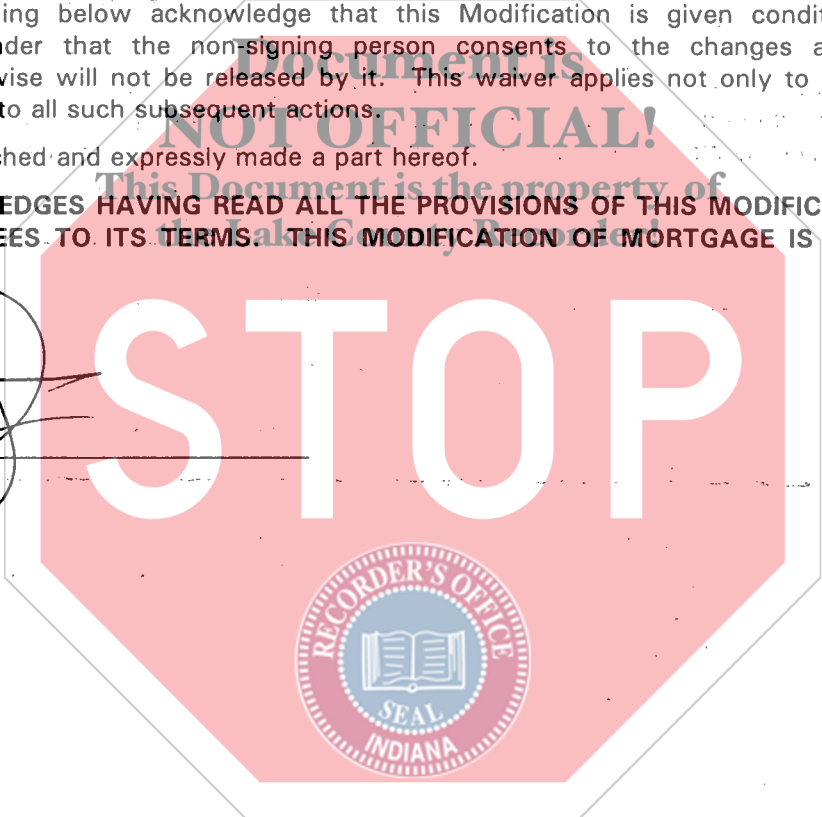
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 JANUARY 31, 2014.**

GRANTOR:


 TIMOTHY S KUIPER



MODIFICATION OF MORTGAGE
(Continued)

LENDER:

PROVIDENCE BANK, LLC

x Walter Bond
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake

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) SS
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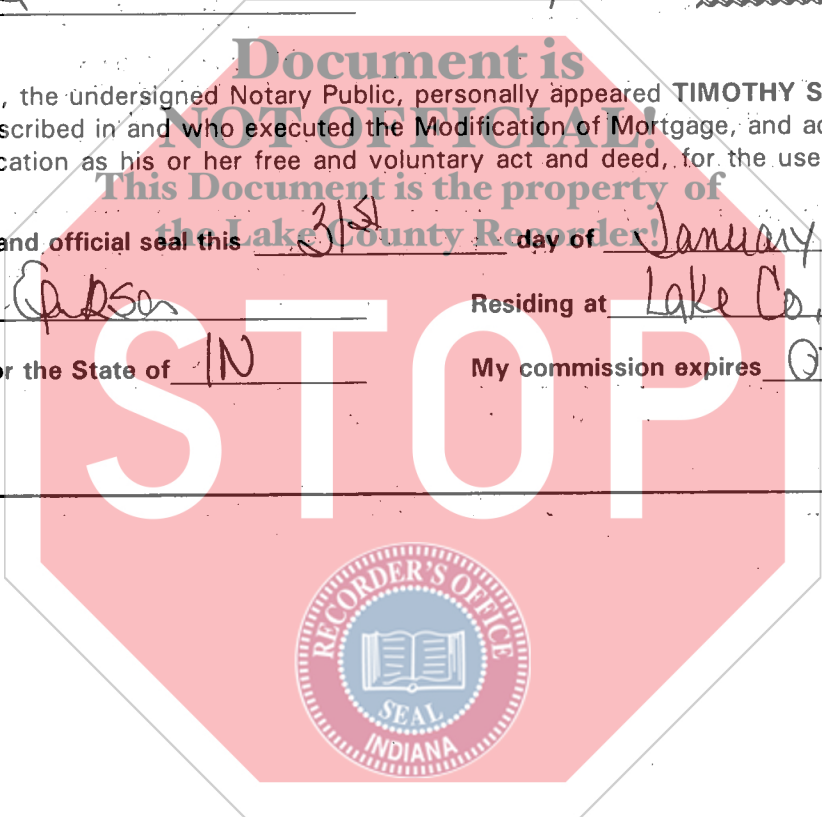


On this day before me, the undersigned Notary Public, personally appeared **TIMOTHY S KUIPER**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 31st day of January, 2014.

By Kathy L. Erikson Residing at Lake Co, IN

Notary Public in and for the State of IN My commission expires 07.01.2016



LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 31st day of January, 20 14, before me, the undersigned Notary Public, personally appeared Walter J. Bank and known to me to be the V.P. of 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 IN 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 (REBECCA WORLEY, COMMERCIAL SERVICES ASSOCIATE).

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

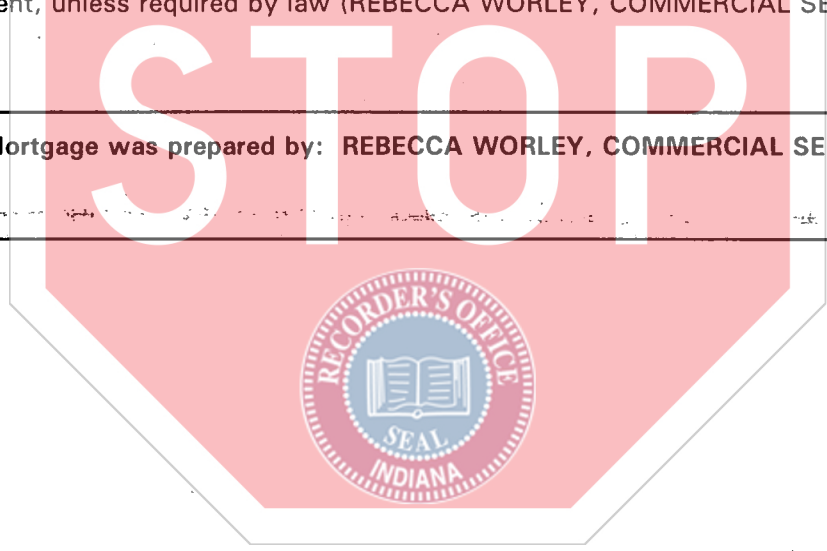


EXHIBIT "A"

LEGAL DESCRIPTION

Parcel 1: Part of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 30, Township 36 North, Range 8 West more particularly described as follows: Commencing at a point on the North line of said Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 30 and 100 feet East of the Northwest corner thereof, thence East along the North line thereof a distance of 132.775 feet; thence South a distance of 165 feet to a point 232.69 feet East of the West line of said Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 30; thence West parallel to the North line of said Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 30 a distance of 132.69 feet; thence North a distance of 165 feet to the place of beginning, in Lake County, Indiana.

Commonly known as: Approximately 3955 Wright Street, Gary, Indiana

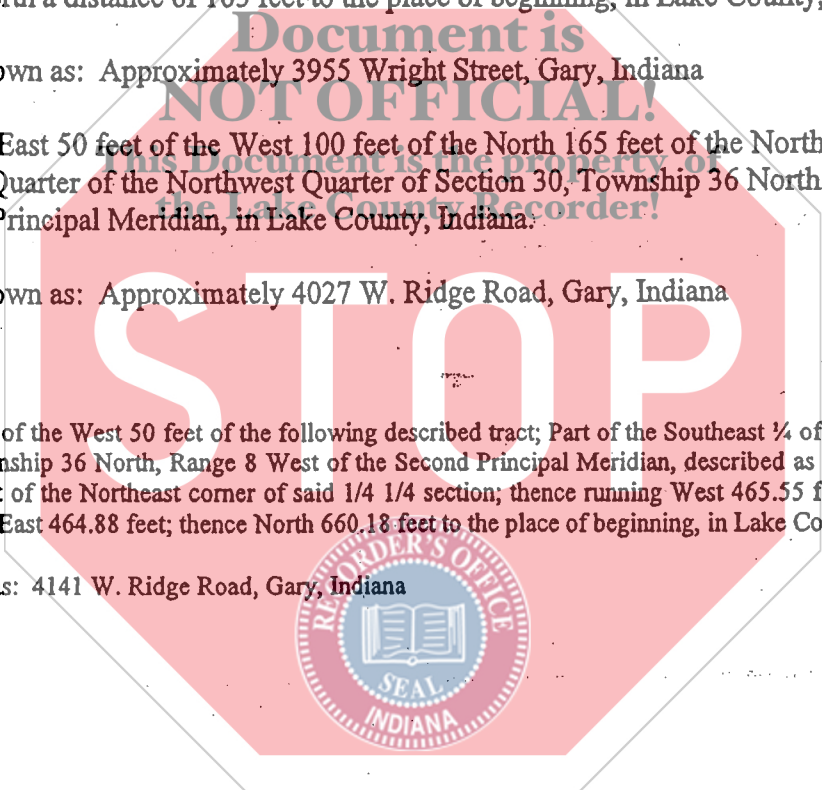
Parcel 2: The East 50 feet of the West 100 feet of the North 165 feet of the Northeast Quarter of the Southeast Quarter of the Northwest Quarter of Section 30, Township 36 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.

Commonly known as: Approximately 4027 W. Ridge Road, Gary, Indiana

Parcel 3:

The North 165 feet of the West 50 feet of the following described tract; Part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 30, Township 36 North, Range 8 West of the Second Principal Meridian, described as commencing at a point 198 feet West of the Northeast corner of said $\frac{1}{4}$ $\frac{1}{4}$ section; thence running West 465.55 feet; thence South 660.48 feet; thence East 464.88 feet; thence North 660.18 feet to the place of beginning, in Lake County, Indiana.

Commonly known as: 4141 W. Ridge Road, Gary, Indiana



**RIDER ATTACHED TO AND EXPRESSLY A PART OF THAT CERTAIN
MORTGAGE BY AND BETWEEN TIMOTHY S. KUIPER ("GRANTOR") AND
PROVIDENCE BANK, LLC ("PROVIDENCE")**

This Rider dated January 31, 2014, amends and supplements the terms and conditions of the Mortgage of even date herewith (the "Mortgage") by and between Timothy S. Kuiper (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.

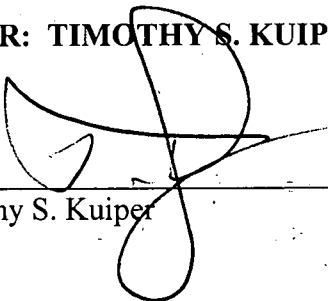
SECTION 5. WAIVER OF HOMESTEAD EXEMPTION. The reference to Illinois law is deleted and a reference to Indiana law is substituted in its place and stead.

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: TIMOTHY S. KUIPER

By: 

Timothy S. Kuiper

PROVIDENCE BANK, LLC

By: 

Walter Banke, Vice President

