

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 AUG 21 AM 9: 53

MICHAEL D. BROWN
RECORDER

6
2014 050235

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
SPECIAL ASSETS
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

WHEN RECORDED MAIL TO:

First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

↑

670 023 225-57795

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 31, 2014, is made and executed between PROVIDENCE HOMES AT REGENCY, INC., an Indiana Corporation, whose address is 900 WOODLANDS PARKWAY, VERNON HILLS, IL 600613103 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 29, 2013 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

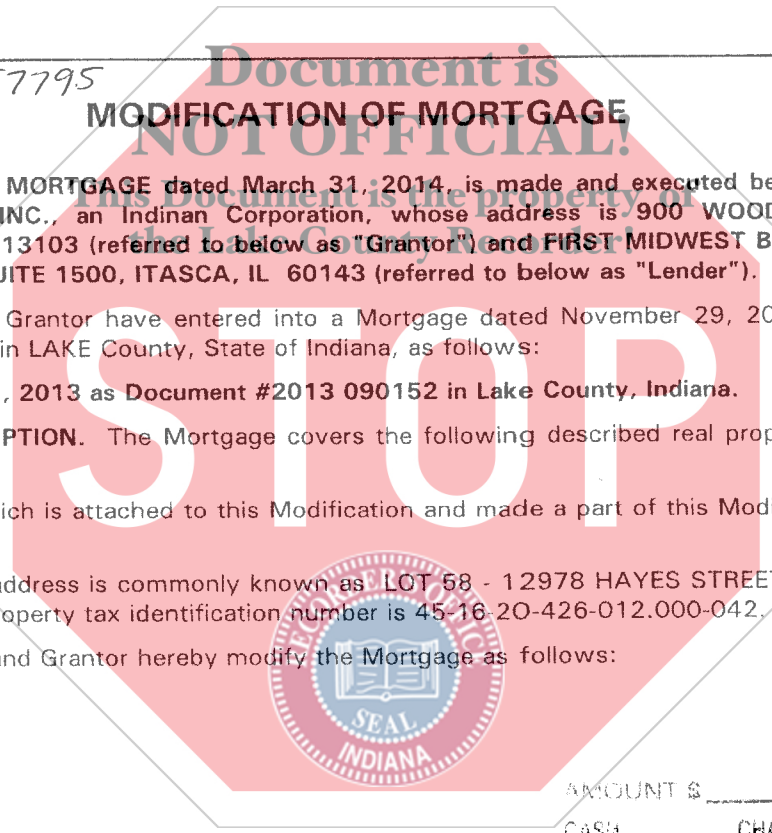
Recorded December 9, 2013 as Document #2013 090152 in Lake County, Indiana.

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

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as LOT 58 - 12978 HAYES STREET, CROWN POINT, IN 463070000. The Real Property tax identification number is 45-16-20-426-012.000-042.

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



AMOUNT \$ 25 -

CASH _____ CHARGE _____

CHECK # 100496287

OVERAGE _____

COPY _____

NON-DOM _____

CLERK (M)

1 my

E

**MODIFICATION OF MORTGAGE
(Continued)**

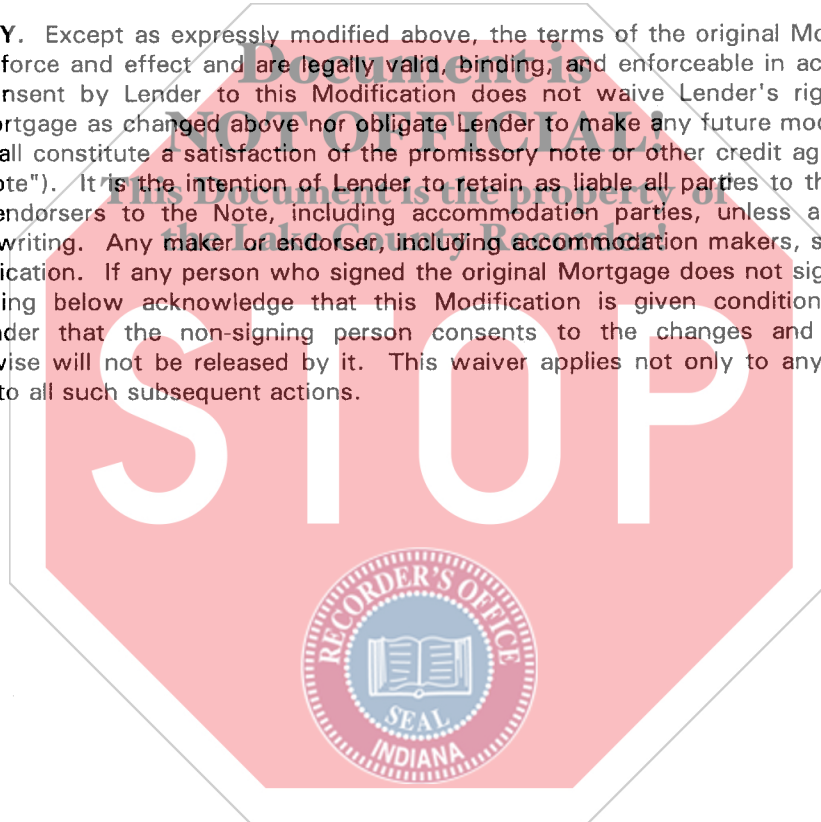
Loan No: 57795

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To delete the definition of "Note" therein its entirety and to insert in lieu thereof the following:

"Note. The word "Note" means that certain Amended and Restated Promissory Note dated as of July 1, 2012, in the original principal amount of One Million Two Hundred Thousand and 00/100 Dollars (\$1,200,000.00) 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, including but not limited to (i) that certain First Modification to Loan Documents entered into by Borrower, Donald E. Manhard, Jr., Peter Manhard and Lender dated as of October 31, 2012, which among other things, temporarily increased the maximum principal amount of the Note to One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00), and (ii) that certain Second Modification to Loan Documents (the "Second Modification") entered into by Borrower, Donald E. Manhard, Jr., Peter Manhard and Lender effective as of March 31, 2014, which among other things, increased the maximum principal amount of the Note to One Million Four Hundred Fifty Thousand and 00/100 Dollars (\$1,450,000.00). The interest rate on the Note is a variable rate based on an index which is the one (1) month London Interbank Offered Rate ("LIBOR") as shown in the Money Rates section of The Wall Street Journal on the last day published of each month (the "Index"). The Index currently is 0.155% per annum. The interest rate to be applied to the unpaid principal balance of the Note will be at a rate of 2.75 percentage points over the Index, resulting in an initial rate of 2.905% per annum. NOTICE: Under no circumstances will the interest rate on the Note be less than 4.75% per annum or more than the maximum rate allowed by applicable law. The maturity date of the Note is May 5, 2015; provided, however that such maturity date may be extended to May 5, 2016, pursuant to the terms and conditions of the Second Modification. 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 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.



MODIFICATION OF MORTGAGE
(Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 31, 2014.

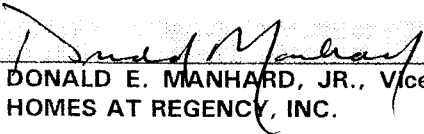
GRANTOR:

PROVIDENCE HOMES AT REGENCY, INC.

By:


PETER E. MANHARD, President of PROVIDENCE HOMES AT REGENCY, INC.

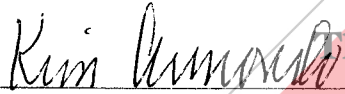
By:


DONALD E. MANHARD, JR., Vice President of PROVIDENCE HOMES AT REGENCY, INC.

LENDER:

FIRST MIDWEST BANK

x


Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

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CORPORATE ACKNOWLEDGMENT

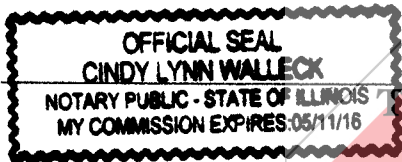
STATE OF IL)

) SS

COUNTY OF LAKE)

On this 30th day of July, 20 14, before me, the undersigned Notary Public, personally appeared **PETER E. MANHARD, President of PROVIDENCE HOMES AT REGENCY, 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 Cindy Lynn Walleck Residing at McHenry County
Notary Public in and for the State of IL My commission expires 5-11-16



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

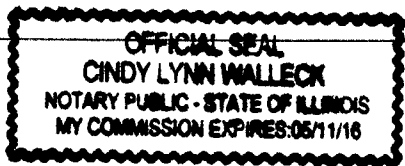
STATE OF IL)

) SS

COUNTY OF LAKE)

On this 30th day of July, 20 14, before me, the undersigned Notary Public, personally appeared **DONALD E. MANHARD, JR., Vice President of PROVIDENCE HOMES AT REGENCY, 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 Cindy Lynn Walleck Residing at McHenry County
Notary Public in and for the State of IL My commission expires 5-11-16



MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

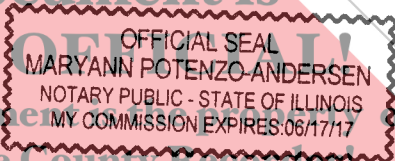
STATE OF Illinois)

) SS

COUNTY OF Cook)

On this 6th day of August, 20 14, before me, the undersigned Notary Public, personally appeared Ken Armento and known to me to be the Vice President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST BANK** 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 **FIRST MIDWEST BANK**.

By Maryann Potenza Andersen Residing at Cook County Ill
Notary Public in and for the State of Ill My commission expires 6/17/2017



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 (FIRST MIDWEST BANK)

This Modification of Mortgage was prepared by: ANNA MARCELLOS

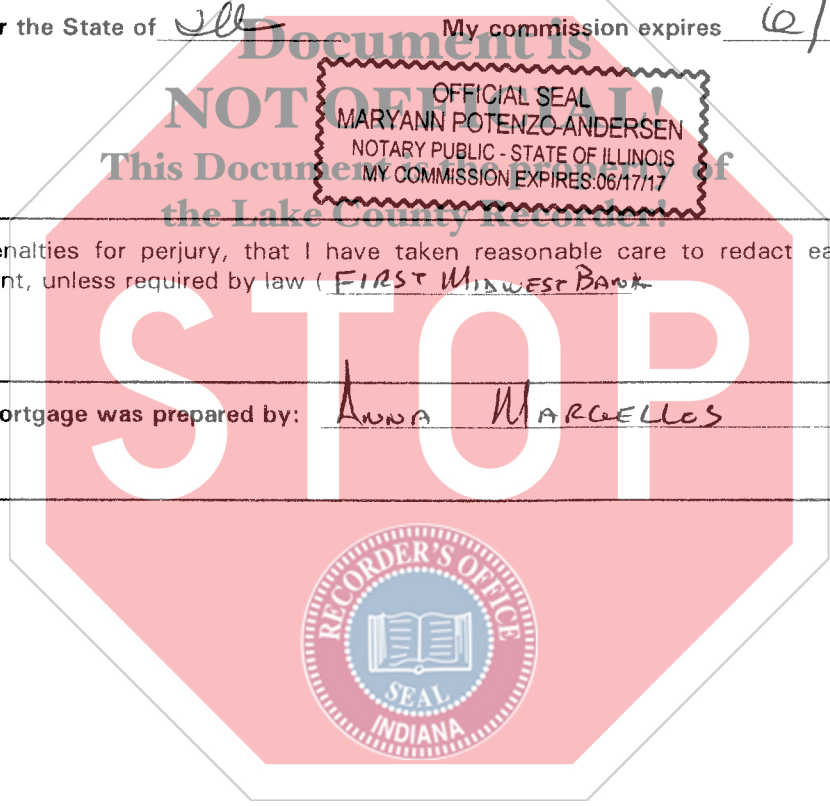


EXHIBIT "A"

LOT 58 IN THE REGENCY, UNIT 2 PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 103 PAGE 19, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Property Address: 12978 Hayes Street, Crown Point, IN 46307

Pin nos. 45-16-20-426-012.000-042

