STATE OF INCIDENT LAKE COUNTY FILED FOR RECORD 2014 AUG 21 AH 9: 53
MICHAEL B. BROWN RECORDER

2014 050240

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

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604027991-66276

### MODIFICATION OF MORTGAGE

Document is

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 090132 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 82-13048 CLEVELAND STREET, CROWN POINT, IN 463070000. The Real Property tax identification number is 45-16-20-428-005.000-042.

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

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 66276 (Continued) Page 2

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

"Note. The word "Note" means the promissory note dated July 1, 2012, in the original principal amount of \$300,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, retinancings of, consolidations of and substitutions for the promissory note or agreement. Interest accrues on the principal balance of the Note at \$1.00 per month. 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."

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, 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 MARCH 31, 2014.

GRANTOR:

This Document is the property of the Lake County Recorder!

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.

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 66276	(Continued)	Page 3
LENDER:		
FIRST MIDWEST BANK		
x Km MMMMWW Authorized Signer		
	ORPORATE ACKNOWLEDGMENT	
·	ORPORATE ACKNOWLEDGINENT	
STATE OF	)	
COUNTY OF LAKE	) SS	
Notary Public, personally appeared	PETER E. MANHARD, President of PROVIDER	NCE HOMES AT REGENCY,
Mortgage and acknowledged the Mo authority of its Bylaws or by resolut	authorized agent of the corporation that ex odification to be the free and voluntary act and tion of its board of directors, for the uses and	deed of the corporation, by purposes therein mentioned,
and on oath) stated that he or sh Modification on behalf of the corpor	ne is authorized to execute this Modification ation.	and in fact executed the
By Cendy Tenn	Walleck Residing at Mc He	nry County
Notary Public in and for the State of	<del></del>	
OFFICIAL SEAL CINDY LYNN WALLECK NOTARY PUBLIC - STATE OF ILLINO MY COMMISSION EXPIRES:05/11/16	S COURS OF	
	SEAL MOIANA MARINE	

## MODIFICATION OF MORTGAGE

(Continued) Page 4 Loan No: 66276 CORPORATE ACKNOWLEDGMENT STATE OF ) SS COUNTY OF LAKE ) , before me, the undersigned 20 On this day of Notary Public, personally appeared DONALD E.IMANHARD, 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. Residing at // CHENTY County By Notary Public in and for the State of My commission expires\_ TILENDERIACKNOWLEDGMENTerty of CINDY LYNN WALLECK NOTARY PUBLIC - STATE OF ILLINOIS the Lake County Recorder! MY COMMISSION EXPIRES:05/11/16 ISS **COUNTY OF** and known to me to be the VCE POSSICE, personally appeared the Acount and known to me to be the very fors, 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

Notary Public, personally appeared

Notary Public ih and for the State of

executed this said instrument on behalf of FIRST MIDWEST BANK.

OFFICIAL SEAL MARYANN POTENZO-ANDERSEN NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:06/17/17

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 THE DOCUMENT, UNLESS REQUIRED BY LAW (First Midwest Bank).

# Document is

This Modification of Mortgage was prepared by: Anna Margellos

This Document is the property of the Lake County Recorder!



#### EXHIBIT "A"

LOT 82 IN THE REGENCY UNIT NO. 2, PHASE ONE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 103, PAGE 19, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Property

13048 Cleveland Street, Crown Point, IN 46307

Address:

Pin nos. 45-16-20-428-005.000-042

