

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2015 068947

2015 OCT -8 AM 8:42

MICHAEL B. BROWN  
RECORDER

RECORDATION REQUESTED BY:  
Providence Bank & Trust  
630 East 162nd Street  
P.O. Box 706  
South Holland, IL 60473

WHEN RECORDED MAIL TO:  
Providence Bank & Trust  
630 East 162nd Street  
P.O. Box 706  
South Holland, IL 60473



THIS MODIFICATION OF MORTGAGE dated September 5, 2015, is made and executed between DOWNEY REALTY LLC, whose address is 9248 PRAIRIE AVE, HIGHLAND, IN 46322-2339 (referred to below as "Grantor") and Providence Bank & Trust, 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 5, 2015 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded on June 15, 2015 as Document No. 2015 036303.

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

LOT 3 IN BLOCK 2 OF THE SUBDIVISION OF EAST 201 FEET OF THE NORTH 1320 FEET OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF EAST CHICAGO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 11 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 5006 INDIANAPOLIS BLVD, EAST CHICAGO, IN 46312-3607. The Real Property tax identification number is 45-03-32-133-018.000-024.

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

AMOUNT \$ 25  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 035017  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK RM E

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**MODIFICATION OF MORTGAGE  
(Continued)**

**DEFINITIONS.**

**NOTE.** The word "Note" means the promissory note dated September 5, 2015, in the original principal amount of \$204,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is January 5, 2016.

**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 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.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 5, 2015.**

**GRANTOR:**

**DOWNEY REALTY LLC**

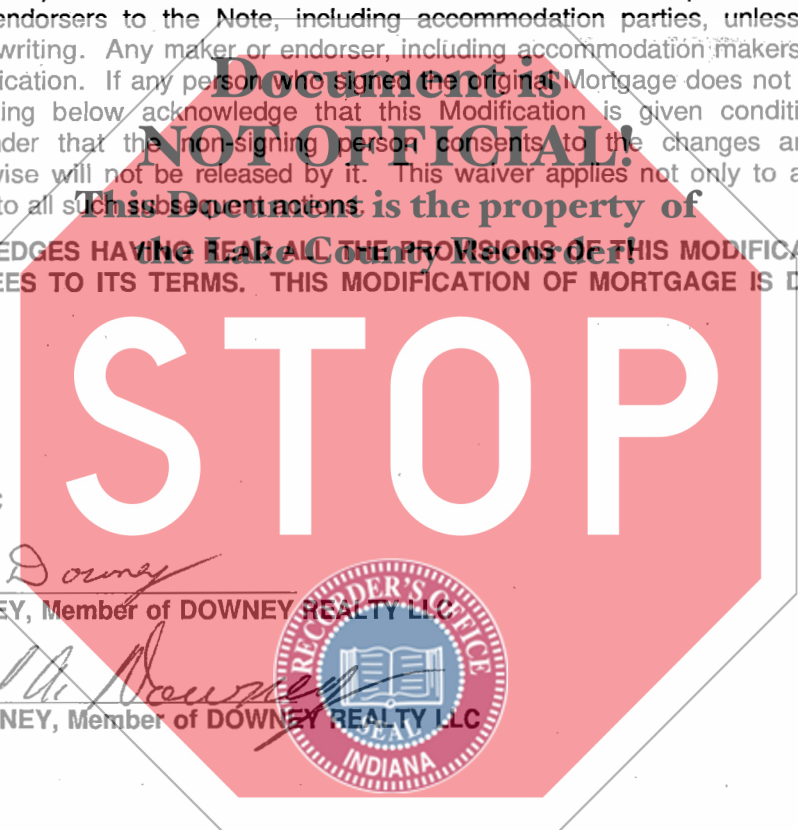
By: Donal K. Downey  
DONAL K. DOWNEY, Member of DOWNEY REALTY LLC

By: Michael A. Downey  
MICHAEL A. DOWNEY, Member of DOWNEY REALTY LLC

**LENDER:**

**PROVIDENCE BANK & TRUST**

X W. W. Smith  
Authorized Signer



MODIFICATION OF MORTGAGE  
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana

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) SS

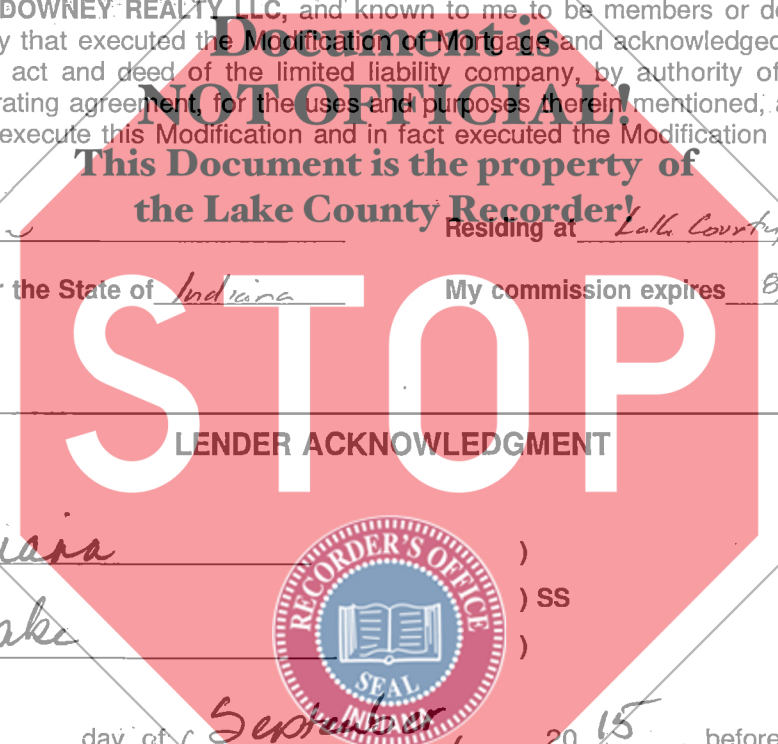
COUNTY OF Lake



On this 15<sup>th</sup> day of September, 20 15, before me, the undersigned Notary Public, personally appeared ~~DONAL K. DOWNEY, Member of DOWNEY REALTY LLC and MICHAEL A. DOWNEY, Member of DOWNEY REALTY LLC~~, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned; and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Michael Reagan Residing at Lake County

Notary Public in and for the State of Indiana My commission expires 8/16/23



LENDER ACKNOWLEDGMENT

STATE OF Indiana

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) SS

COUNTY OF Lake



On this 5<sup>th</sup> day of September, 20 15, before me, the undersigned Notary Public, personally appeared William Schaefer and known to me to be the Lender, authorized agent for **Providence Bank & Trust** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Providence Bank & Trust**, duly authorized by **Providence Bank & Trust** 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 & Trust**.

By Jean Kucsera

Residing at Lake city

Notary Public in and for the State of IN

My commission expires 10.28.15



**MODIFICATION OF MORTGAGE  
(Continued)**

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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 (SANDRA DEAN, COMMERCIAL SERVICES ASSOCIATES).

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**This Modification of Mortgage was prepared by: SANDRA DEAN, COMMERCIAL SERVICES ASSOCIATES**

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**RIDER ATTACHED TO AND EXPRESSLY A PART OF THAT CERTAIN  
COMMERCIAL SECURITY AGREEMENT BY AND BETWEEN DOWNEY REALTY  
LLC (“GRANTOR”), AND PROVIDENCE BANK & TRUST (“PROVIDENCE”)**

This Rider dated September 5, 2015 amends and supplements the terms and conditions of the Commercial Security Agreement of even date herewith (the “Security Agreement”) by and between Downey Realty LLC (the Grantor”) and Providence Bank & Trust (“Providence”) and the Related Documents (as defined in the Commercial Security Agreement) 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 Borrower, and Providence. Except as specifically modified in this Rider, all of the terms, conditions and provisions of the Commercial Security Agreement 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 Commercial Security Agreement 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 Commercial Security Agreement unless specifically provided to the contrary herein.

**SECTION 2. GOVERNING LAW.** The Security Agreement 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 recover and liquidate the Collateral.

**SECTION 3. CHOICE OF VENUE.** If there is litigation to enforce collection of the debt, Borrower and (GRANTOR, IF APPLICABLE) agree upon Providence’s request, to submit to the jurisdiction of the courts of Cook County, State of Illinois. If there is litigation to recover and liquidate the Collateral, jurisdiction shall be in the county and state in which the Collateral is located.

**SECTION 4. WAIVER; 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 Borrower and Grantor IF APPLICABLE. 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 Borrower 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:**

**DOWNEY REALTY LLC**

By: Donal K Downey  
Donal K. Downey, Member of DOWNEY REALTY LLC

By: Michael A. Downey  
Michael A. Downey, Member of DOWNEY REALTY LLC

**PROVIDENCE BANK & TRUST**

By: Michael Regan  
Michael Regan, Assistant Vice President

