

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 049818

2016 AUG -3 AM 10: 05

MICHAEL D. 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

Document is
MODIFICATION OF MORTGAGE
NOT OFFICIAL!

THIS MODIFICATION OF MORTGAGE dated June 11, 2016, is made and executed between DYER LMS, L.L.C., whose address is 649 E. 162ND ST., SOUTH HOLLAND, IL 60478-2329 (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 March 11, 2010 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

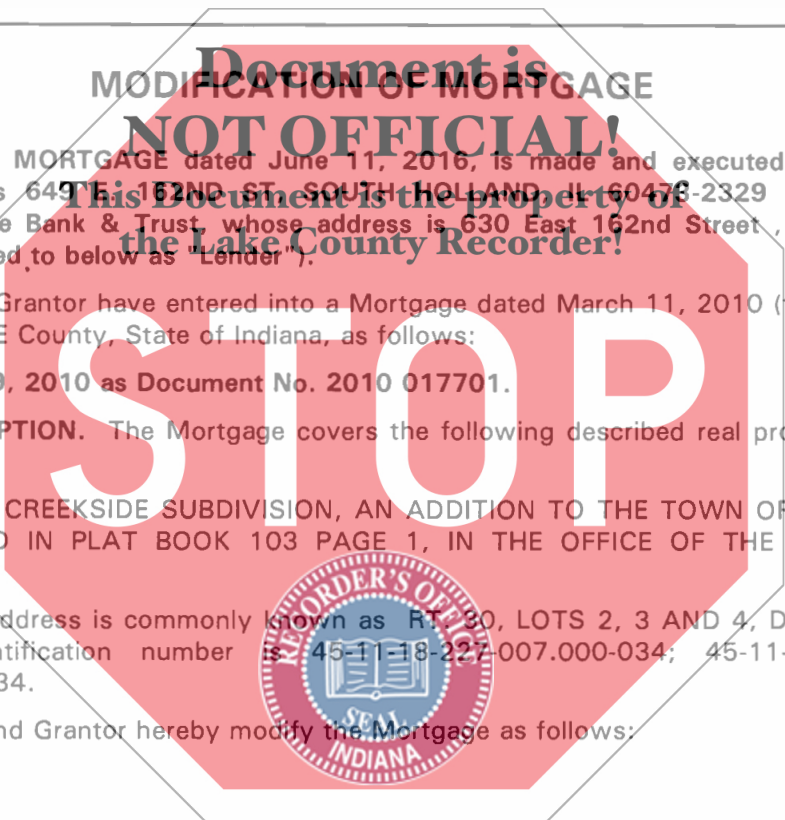
Recorded on March 29, 2010 as Document No. 2010 017701.

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

LOTS 2, 3 AND 4 IN CREEKSIDE SUBDIVISION, AN ADDITION TO THE TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 103 PAGE 1, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as RT 30, LOTS 2, 3 AND 4, DYER, IN 46311. The Real Property tax identification number is 45-11-18-227-007.000-034; 45-11-18-227-008.000-034; 45-11-18-227-009.000-034.

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



920099448

**FIDELITY NATIONAL
TITLE COMPANY**

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FN
A

1 Ref

MODIFICATION OF MORTGAGE
(Continued)

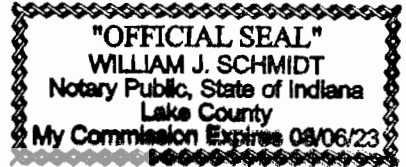
LENDER:

PROVIDENCE BANK & TRUST

Christine M. Zima
Authorized Signer Christine M. Zima, Vide President

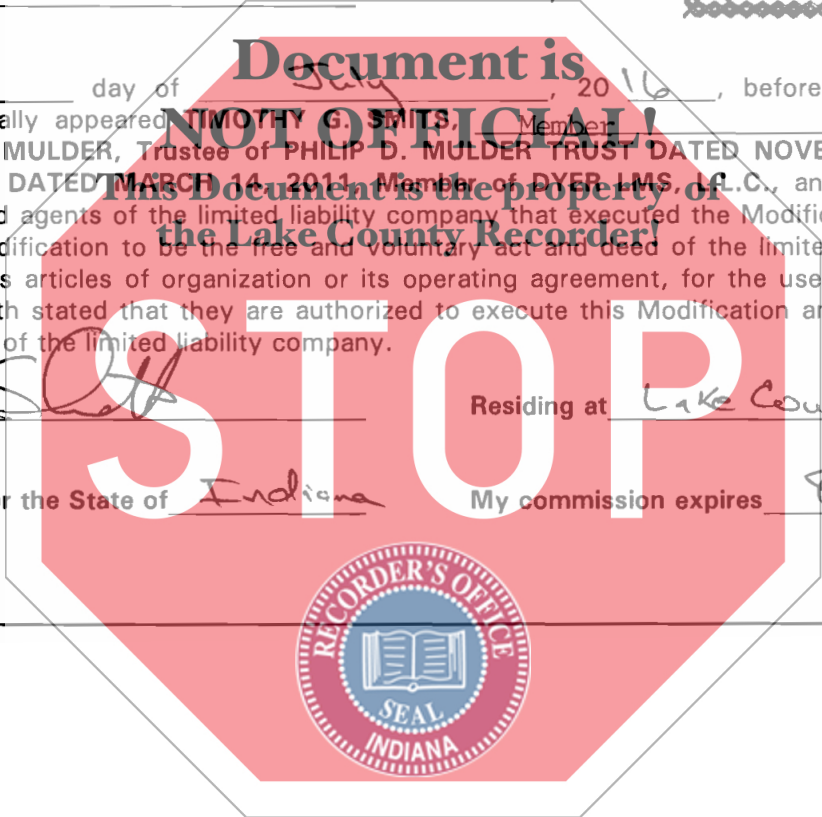
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)



On this 25th day of July, 2016, before me, the undersigned Notary Public, personally appeared TIMOTHY G. SMITH, Member of DYER LMS, L.L.C. and PHILIP D. MULDER, Trustee of PHILIP D. MULDER TRUST DATED NOVEMBER 16, 2006 AND TRUST AMENDMENT DATED MARCH 14, 2011, Member of DYER LMS, L.L.C., 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 William J. Schmidt Residing at Lake County
Notary Public in and for the State of Indiana My commission expires 8-6-23



**RIDER ATTACHED TO AND EXPRESSLY A PART OF THAT CERTAIN
MORTGAGE BY AND BETWEEN DYER LMS, L.L.C. (“GRANTOR”) AND
PROVIDENCE BANK & TRUST (“PROVIDENCE”)**

This Rider dated June 11, 2016 amends and supplements the terms and conditions of the Mortgage of even date herewith (the “Mortgage”) granted by Dyer LMS, L.L.C. (the “Grantor”), and Providence Bank & Trust (“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. 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 3. 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 4. 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 5. WAIVER OF HOMESTEAD. 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

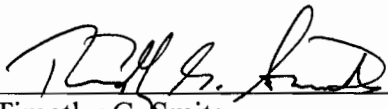


been made either by a Providence employee or agent acting on Providence's behalf with respect to this Rider, and all prior agreements and representations with respect to this Rider are merged herein.

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

GRANTORS:


DYER LMS, L.L.C.

By: 
Timothy G. Smits

PHILP D. MULDER TRUST DATED NOVEMBER 16, 2006 AND TRUST AMENDMENT DATED MARCH 14, 2011, Member of DYER LMS, L.L.C.

By: 
Philip D. Mulder, Trustee of PHILP D. MULDER TRUST DATED NOVEMBER 16, 2006 AND TRUST AMENDMENT DATED MARCH 14, 2011

PROVIDENCE BANK & TRUST **This Document is the property of the Lake County Recorder!**

By: 
Christine Zima, VP Commercial Services



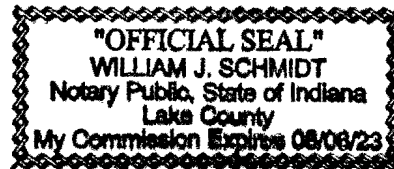
MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake

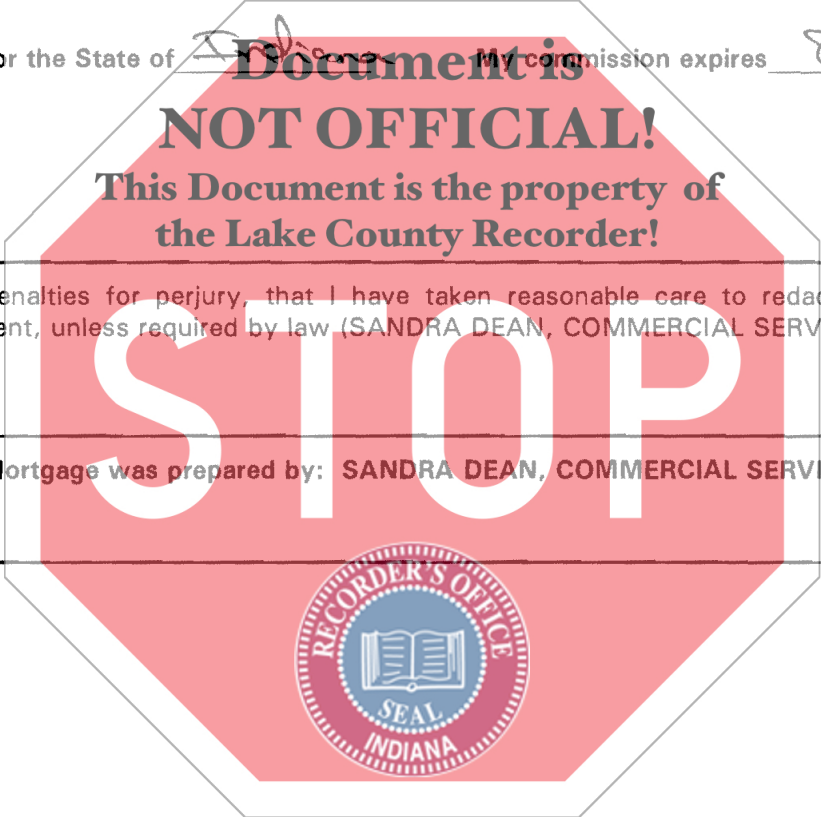
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On this 25th day of July, 20 14, before me, the undersigned Notary Public, personally appeared Christine M. Zine and known to me to be the Vice President, authorized agent for **Providence Bank & Trust** that executed the within and foregoing instrument 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 [Signature] Residing at Lake County

Notary Public in and for the State of Indiana My commission expires 8-6-23



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).

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

**MODIFICATION OF MORTGAGE
(Continued)**

DEFINITIONS.

Note. The word "Note" means the Promissory Note dated June 11, 2016, in the original principal amount of \$551,149.68 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 June 11, 2021.

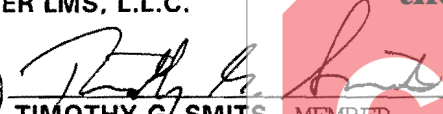
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 JUNE 11, 2016.

GRANTOR:

DYER LMS, L.L.C.

By: 
TIMOTHY G. SMITS, MEMBER

PHILIP D. MULDER TRUST DATED NOVEMBER 16, 2006 AND TRUST AMENDMENT DATED MARCH 14, 2011, Member of DYER LMS, L.L.C.

By: 
PHILIP D. MULDER, Trustee of PHILIP D. MULDER TRUST
DATED NOVEMBER 16, 2006 AND TRUST AMENDMENT
DATED MARCH 14, 2011, MEMBER

