2016 05609⁴

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2016 AUG 18 AM 10: 09
MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

- (For 12)

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 NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 29, 2016, is made and executed between FIRST CHRISTIAN REFORMED CHURCH OF CROWN POINT, INDIANA, INC. whose address is 909 E GREENWOOD AVE, CROWN POINT, IN 46307-4503 (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 July 29, 2013 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded September 11, 2013 as Document No. 2013 066405.

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

PARCEL 1: THE NORTH 410.76 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, EXCEPT THE NORTH 1 ROD THEREOF, AND EXCEPT THE WEST 40 FEET OF THE NORTH 394.26 FEET THEREOF, IN LAKE COUNTY, INDIANA.

PARCEL 2: THE NORTH 410.76 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, EXCEPT THE NORTH 1 ROD THEROF, IN LAKE COUNTY, INDIANA.

| | AMOUNT \$ 35,00 |
|------|-----------------|
| | CASH CHARGE |
| ١٥٩ | CHECK 034239 |
| ret) | OVERAGE |
| | COPY |
| £ | NON-CONF |
| ~ | DEPUTY_SE |

Page 2

MODIFICATION OF MORTGAGE (Continued)

The Real Property or its address is commonly known as 909 E GREENWOOD AVE, CROWN POINT, IN 46307-4503. The Real Property tax identification number is 45-16-16-101-001.000-042.

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

DEFINITIONS.

Note. The word "Note" means the promissory note dated July 29, 2016, in the original principal amount of \$128,239.39 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 February 1, 2020.

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. He 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.

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 JULY 29, 2016.

GRANTOR:

FIRST CHRISTIAN REFORMED CHURCH OF CROWN POINT, MICHANA, INC.

SCOT F OLTHOF, Clerk of Council of PIRST CHRISTIA

MODIFICATION OF MORTGAGE (Continued)

Page 3

| LENDER: |
|---|
| LENDER: |
| |
| DROVIDENCE DANK & TRUCT |
| PROVIDENCE BANK & TRUST |
| (x) Distagle |
| Authorized Signer // |
| |
| |
| CORPORATE ACKNOWLED GIVENT |
| Document 15 |
| STATE OF Indiana NOT OFFICIAL! |
| This Document is the property of |
| COUNTY OF Lake County Recorder! |
| |
| On this 2/8t day of JUIV 20 //e before me, the undersigned |
| |
| Notary Public, personally appeared SCOT F OLTHOF, Clerk of Council of FIRST CHRISTIAN REFORMED CHURCH OF CROWN POINT, INDIANA, 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 belief of the corporation. |
| By Stephane Richesme Residing at School ville Indiana |
| Notary Public in and for the State of Indiana Ny sommission expires November 19, 2020 |
| JEAL |
| WOIANA MILE |
| Samme Strange at the Same Strange of the Same |

STEPHANIE L RICHERME
NOTARY PUBLIC
SEAL
LAKE COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES NOVEMBER 12: 122
COMMISSION NO 639822

STEPHANIE L RICHERINE
NOTARY PUBLIC
SEAL
LAKE COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES NOVEMBER 12, 2020
COMMISSION NO 639823

GARTONIA ORDERALO POLICE III, POLIC POLICE POLICE III EN PARTONIA PARTE MALE PART III DA MARTEMATO PART III DA MARTEMATO

Page 4

MODIFICATION OF MORTGAGE (Continued)

| LENDER ACKNOWLEDGMENT | | | | | | |
|---|--|---|----------------------------------|--|--|--|
| STATE OF <u>Lake</u> |)) SS | | | | | |
| On this 2/St day of July Notary Public, personally appeared Approximately, authorized agent for Providence Bank & | , 20 // 20 / | , before me, to me to me to me to be the per to the to be the to be the to be within and fore | the undersigned | | | |
| and acknowledged said instrument to be the free and sauthorized by Providence Bank & Trust through its bootherein mentioned, and on oath stated that he or she executed this said instrument on behalf of Providence By | voluntary act and deed ard of directors or oth is authorized to execu Bank & Trust. | of Providence Ba erwise, for the use to this said instrur | nk & Trust, duly es and purposes | | | |
| Notary Public in and for the State of Todana | My commission | expires Nover | nber 12, 802 | | | |
| | | | | | | |
| affirm, under the penalties for perjury, that I have number in this document, unless required by law (Jean | | | | | | |
| This Modification of Mortgage was prepared by: Jean | Kucsera, Commercial | Services Associate | इस्त्राच्येका र जनके चारा | | | |

Encludes Lither-Anton Julia Pentutura Jebes Anabari do Stare Structures Lite La Megaragy despersión (Ormes La Megaragy despersión (Orbes despersión)

DESCRIPTANT RESEARCH STEEL STE

記述的ではようものを行び

STEPHANIE L RICHERME
NOTARY PUBLIC
SEAL
LAKE COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES NOVEMBER 12, 2020
COMMISSION NO 639823

RIDER ATTACHED TO AND EXPRESSLY A PART OF THAT CERTAIN MORTGAGE BY AND BETWEEN FIRST CHRISTIAN REFORMED CHURCH OF CROWN POINT, INDIANA, INC. (GRANTOR"), AND PROVIDENCE BANK & TRUST ("PROVIDENCE")

This Rider dated July 29, 2016 amends and supplements the terms and conditions of the Mortgage dated July 29, 2013 herewith (the "Mortgage") granted by First Christian Reformed Church of Crown Point, Indiana, Inc (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 of 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 of 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 fereclese 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:

First Christian Reformed Church of Crown Point, Indiana, Inc.

Scot F. Olthof, Clerk of Council Ocument is

NOT OFFICIAL!

This Document is the property of

PROVIDENCE BANK & TRUST

By:

Derrick Mars, Vice President