

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 050498

2017 AUG 14 AM 8:44

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

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NOT OFFICIAL!**

**This Document is the property of
the Lake County Recorder!**

STOP
MODIFICATION OF MORTGAGE

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THIS MODIFICATION OF MORTGAGE dated June 6, 2017, is made and executed between RANDALL J. POORTINGA AND DEBRA L. POORTINGA, AS CO-TRUSTEES UNDER THE PROVISIONS OF THE RDP REVOCABLE TRUST DATED APRIL 27, 2015, whose address is 8860 SHEFFIELD AVENUE, DYER, IN 46311-2761 (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 May 15, 2010 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded June 28, 2010 as Document No. 2010-03660-1.

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

PARCEL 1: THE WEST 1297 FEET OF PART OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST ¼, THENCE WEST ALONG THE SOUTH LINE THEREOF 2066.3 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF, THENCE NORTH ALONG THE WEST LINE THEREOF 300.58 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND OWNED BY CARLO N. RUSSO AND MILDRED H. RUSSO, HUSBAND AND WIFE, AS ESTABLISHED BY LEGAL SURVEY RECORDED IN SURVEYORS LEGAL

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**MODIFICATION OF MORTGAGE
(Continued)**

RECORD BOOK 4, PAGE 54, THENCE EAST ALONG THE SOUTH LINE OF SAID RUSSO TRACT TO A POINT ON THE EAST LINE OF SAID ¼ SECTION, BEING THE SOUTHEAST CORNER OF SAID RUSSO TRACT, THENCE SOUTH ALONG SAID EAST LINE 301.17 FEET TO THE POINT OF BEGINNING. PARCEL 2: THE NORTH 35 FEET OF PART OF THE SOUTH ½ OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 10 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST ¼ THENCE WEST ALONG THE SOUTH LINE THEREOF 2066.3 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER THEREOF, THENCE NORTH ALONG THE WEST LINE THEREOF 300.58 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND OWNED BY CARLO N. RUSSO AND MILDRED H. RUSSO, HUSBAND AND WIFE, AS ESTABLISHED BY LEGAL SURVEY RECORDED IN SURVEYORS LEGAL RECORD BOOK 4, PAGE 54, THENCE EAST ALONG THE SOUTH LINE OF SAID RUSSO TRACT TO A POINT ON THE EAST LINE OF SAID ¼ SECTION, BEING THE SOUTHEAST CORNER OF SAID RUSSO TRACT, THENCE SOUTH ALONG SAID EAST LINE 301.17 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 1297 FEET THEREOF.

The Real Property or its address is commonly known as 3860 SHEFFIELD AVENUE, DYER, IN 46311. The Real Property tax identification number is 45-10-25-177-002.000-032.

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

DEFINITIONS.

Borrower. The word "Borrower" means RANDALL J. POORTINGA AND DEBRA L. POORTINGA, AS CO-TRUSTEES UNDER THE PROVISIONS OF THE RDP REVOCABLE TRUST DATED APRIL 27, 2015 and includes all co-signers and co-makers signing the Note and all their successors and assigns.

NOTE. The word "Note" means the promissory note dated June 6, 2017, in the original principal amount of \$50,000.00 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 June 6, 2019. **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 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.

MODIFICATION OF MORTGAGE
(Continued)

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 6, 2017.

GRANTOR:

RANDALL J. POORTINGA AND DEBRA L. POORTINGA, AS CO-TRUSTEES
UNDER THE PROVISIONS OF THE RDP REVOCABLE TRUST DATED APRIL
27, 2015

By: 


RANDALL J. POORTINGA, Settlor/Co-Trustee of RANDALL
POORTINGA AND DEBRA L. POORTINGA, AS CO-TRUSTEES
UNDER THE PROVISIONS OF THE RDP REVOCABLE TRUST
DATED APRIL 27, 2015

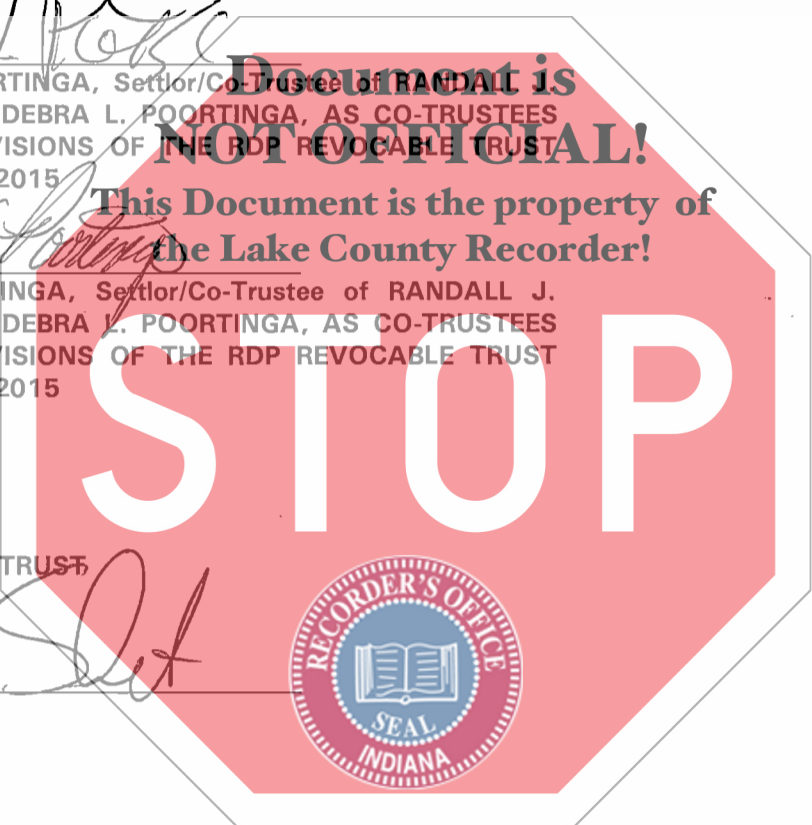
By: 

DEBRA L. POORTINGA, Settlor/Co-Trustee of RANDALL J.
POORTINGA AND DEBRA L. POORTINGA, AS CO-TRUSTEES
UNDER THE PROVISIONS OF THE RDP REVOCABLE TRUST
DATED APRIL 27, 2015

LENDER:

PROVIDENCE BANK & TRUST

X 
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

TRUST ACKNOWLEDGMENT

STATE OF Indiana

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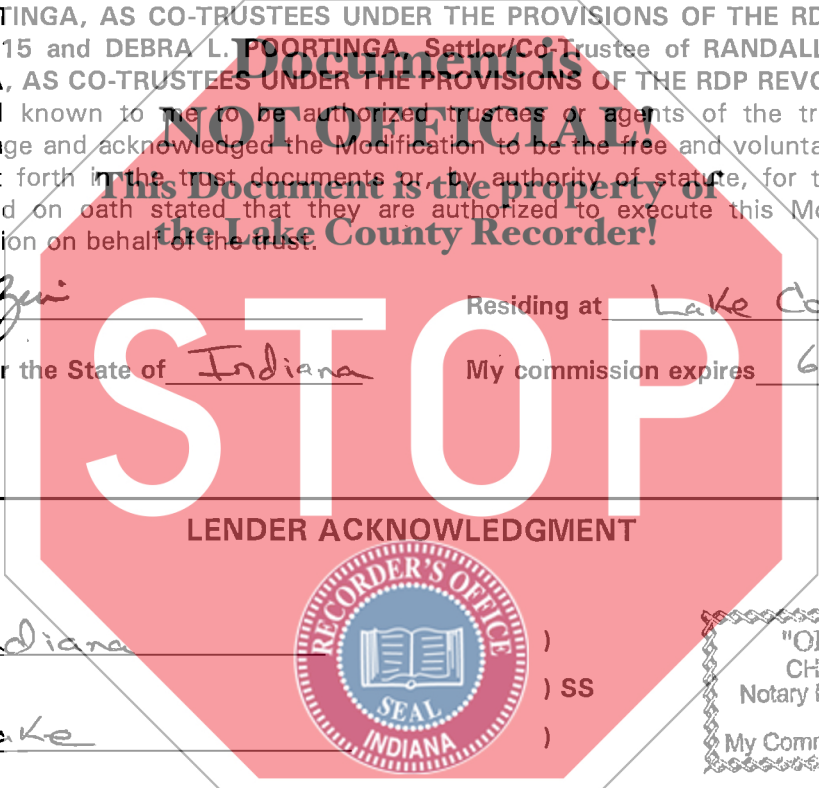


COUNTY OF Lake

On this 6th day of June, 20 17, before me, the undersigned Notary Public, personally appeared **RANDALL J. POORTINGA, Settlor/Co-Trustee of RANDALL J. POORTINGA AND DEBRA L. POORTINGA, AS CO-TRUSTEES UNDER THE PROVISIONS OF THE RDP REVOCABLE TRUST DATED APRIL 27, 2015** and **DEBRA L. POORTINGA, Settlor/Co-Trustee of RANDALL J. POORTINGA AND DEBRA L. POORTINGA, AS CO-TRUSTEES UNDER THE PROVISIONS OF THE RDP REVOCABLE TRUST DATED APRIL 27, 2015**, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By Christine M. Zima
Notary Public in and for the State of Indiana

Residing at Lake County
My commission expires 6/25/22



LENDER ACKNOWLEDGMENT

STATE OF Indiana

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) SS
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COUNTY OF Lake

On this 6th day of June, 20 17, before me, the undersigned Notary Public, personally appeared William Schmidt and known to me to be the VP Commercial Lending, 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 Christine M. Zima
Notary Public in and for the State of Indiana

Residing at Lake County
My commission expires 6/25/22

**MODIFICATION OF MORTGAGE
(Continued)**

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, SENIOR COMMERCIAL SERVICES ASSOCIATE).

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

