

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2017 085502

2017 DEC 15 AM 11:12

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

CHICAGO TITLE INSURANCE COMPANY



THIS MODIFICATION OF MORTGAGE dated November 21, 2017, is made and executed between LAKE COUNTY TRUST COMPANY, not personally but as Trustee on behalf of LAKE COUNTY TRUST COMPANY TRUST NUMBER 6094 DATED DECEMBER 1, 2009, whose address is 2200 N MAIN ST, CROWN POINT, IN 46307 (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 September 2, 2010 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded September 10, 2010 as Document NO. 2010 052319.

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

THE SOUTH 55 FEET OF LOT 10 IN BLOCK 15 IN BROADWAY GARDENS, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 19, PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 5125-5135 MASSACHUSETTS STREET, GARY, IN 46409. The Real Property tax identification number is 45-08-34-352-004.000-004.

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

8449.80 int

25- AM

CTIC Has made an accomodation recording of the instrument.

CH# 1820504179

**MODIFICATION OF MORTGAGE
(Continued)**

Modification of Mortgage:

DEFINITIONS.

Indiana: NOTE. The word "Note" means the promissory note dated November 21, 2017, in the original principal amount of \$401,223.27 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 November 6, 2022. **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.

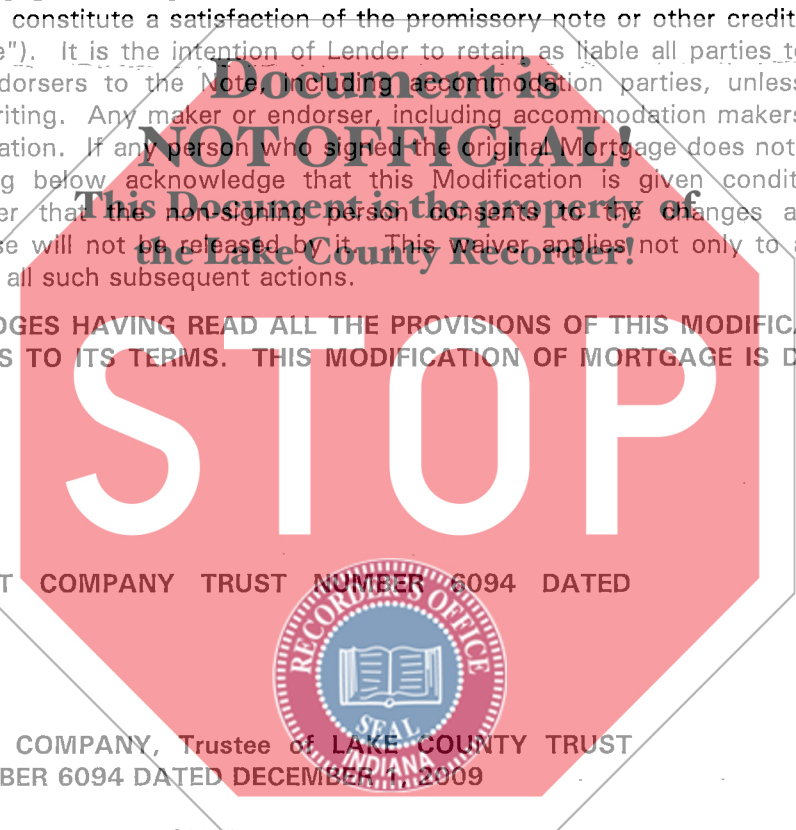
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 21, 2017.

GRANTOR:

**LAKE COUNTY TRUST COMPANY TRUST NUMBER 6094 DATED
DECEMBER 1, 2009**

**LAKE COUNTY TRUST COMPANY, Trustee of LAKE COUNTY TRUST
COMPANY TRUST NUMBER 6094 DATED DECEMBER 1, 2009**

By: _____
TRUST OFFICER



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against INDIANA LAND TRUST COMPANY formerly known as LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, INDIANA LAND TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 28th day of November, 2017.

INDIANA LAND TRUST COMPANY formerly known as LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated December 1, 2009 and known as Trust No. 6094.

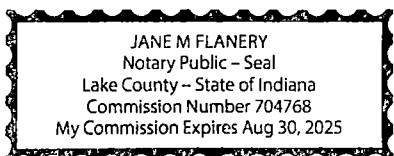
By: 
Richard Caprio, Trust Officer

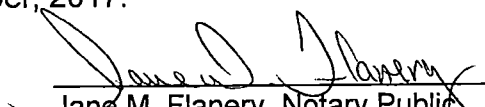


STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Caprio Trust Officer of the Indiana Land Trust Company, formerly known as Lake County Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as her free and voluntary act, acting for such corporation as Trustee.

Witness my hand and seal this 28th day of November, 2017.




Jane M. Flanery, Notary Public
My Commission expires: 08/30/2025
Lake County, IN. resident

MODIFICATION OF MORTGAGE
(Continued)

LENDER:

PROVIDENCE BANK & TRUST

Christine M. Zima
Authorized Signer
Christine M. Zima

TRUST ACKNOWLEDGMENT

NOT OFFICIAL!

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

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared **TRUST OFFICER, _____ of LAKE COUNTY TRUST COMPANY, Trustee of LAKE COUNTY TRUST COMPANY TRUST NUMBER 6094 DATED DECEMBER 1, 2009**, and known to me to be an authorized trustee or agent 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By _____ Residing at _____

Notary Public in and for the State of _____ My commission expires _____

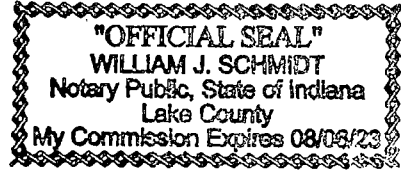


MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

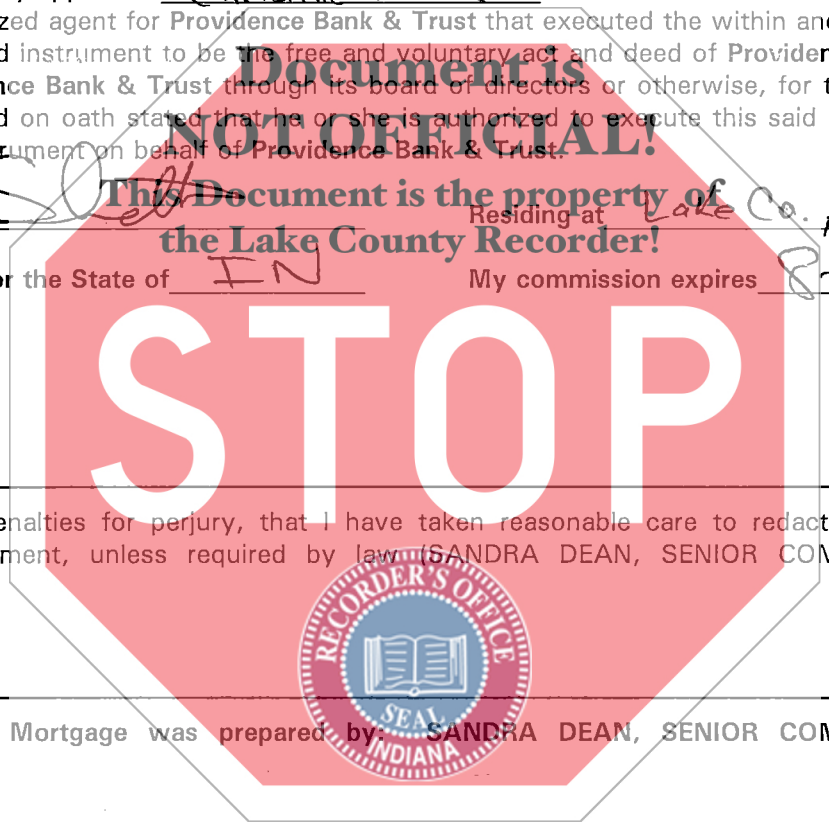
STATE OF Indiana

COUNTY OF Lake



On this 21st day of November, 20 17, before me, the undersigned Notary Public, personally appeared Christine M. Zina 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 WJ Schmidt Residing at Lake Co., IN
Notary Public in and for the State of IN 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, SENIOR COMMERCIAL SERVICES ASSOCIATE).

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