

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 061394

2019 SEP 10 AM 10:06

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

**Document is
NOT OFFICIAL!**

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

**STOP
MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated August 30, 2019, is made and executed between DOWNEY REALTY LLC, whose address is 9248 PRAIRIE AVENUE, 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 April 30, 2014 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded on May 13, 2014 as Document No. 2014 026754.

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

LOTS 25 TO 28, BOTH INCLUSIVE IN BLOCK 8 IN OAK FOREST ADDITION TO GRIFFITH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 79, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 303 NORTH BROAD STREET, GRIFFITH, IN 46319-2222.

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

**FIDELITY NATIONAL
TITLE COMPANY**

920140461

25.
CK#1820704179
D

**MODIFICATION OF MORTGAGE
(Continued)**

DEFINITIONS.

Note. The word "Note" means the promissory note dated August 30, 2019, in the original principal amount of \$145,067.16 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 August 30, 2024.

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 AUGUST 30, 2019.

GRANTOR:

DOWNEY REALTY LLC

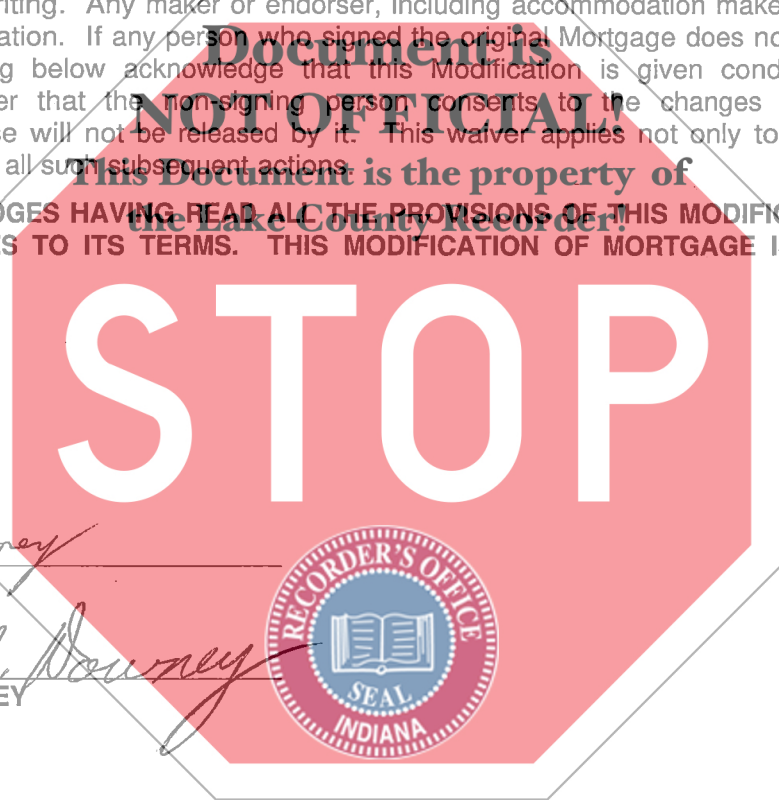
By: Donal K. Downey
DONAL K. DOWNEY

By: Michael A. Downey
MICHAEL A. DOWNEY

LENDER:

PROVIDENCE BANK & TRUST

(X) Charm Ziner
Authorized Signer

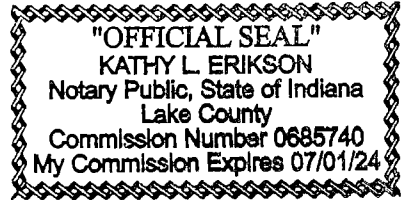


MODIFICATION OF MORTGAGE
(Continued)

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana

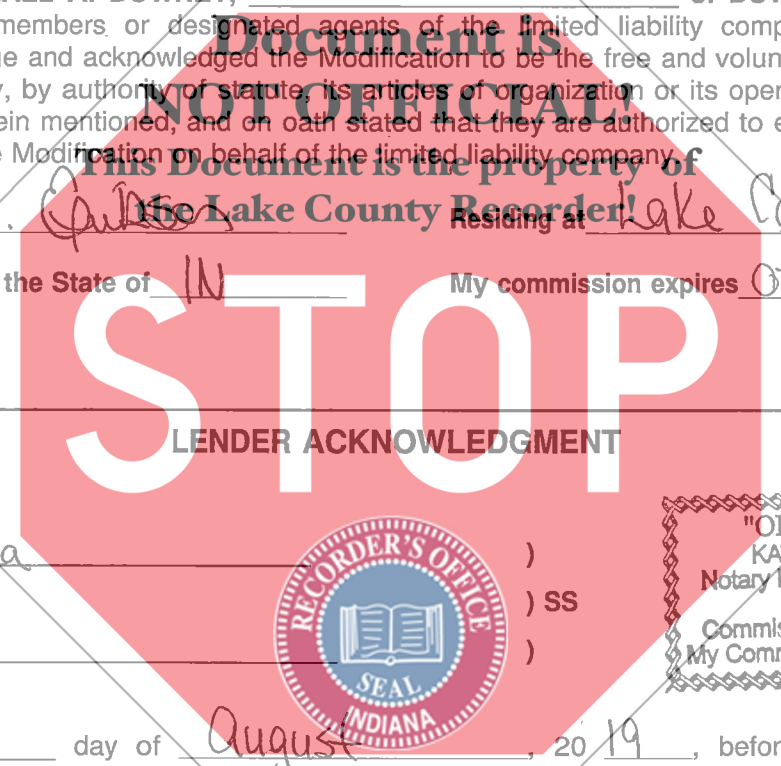
COUNTY OF Lake



On this 30th day of August, 20 19, before me, the undersigned Notary Public, personally appeared **DONAL K. DOWNEY,** of **DOWNEY REALTY LLC**, and **MICHAEL A. DOWNEY,** 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 Kathy R. Erikson Residing at Lake Co, IN

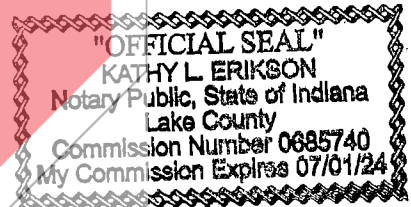
Notary Public in and for the State of IN My commission expires 07.01.2024



LENDER ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake



On this 30th day of August, 20 19, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, 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 Kathy R. Erikson

Residing at Lake Co, IN

Notary Public in and for the State of IN

My commission expires 07.01.2024

**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 (Candace Brenner, Commercial Services Associate).

This Modification of Mortgage was prepared by: Candace Brenner, Commercial Services Associate

