

5

2019-075933

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL B BROWN
RECORDER

RECORDATION REQUESTED BY:

Providence Bank & Trust
630 East 162nd Street
P.O. Box 706
South Holland, IL 60473

2019 Nov 5

9:00 AM

WHEN RECORDED MAIL TO:

Providence Bank & Trust
630 East 162nd Street
P.O. Box 706
South Holland, IL 60473

PD 190275968

Document is
MODIFICATION OF MORTGAGE

NOT OFFICIAL!

THIS MODIFICATION OF MORTGAGE dated September 9, 2019, is made and executed between 181 STREET LLC, an Indiana limited liability company, whose address is 1332 WILDERNESS DRIVE, SCHERERVILLE, IN 46375-2944 (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 October 30, 2017 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded November 9, 2017 as Document No. 2017 076005.

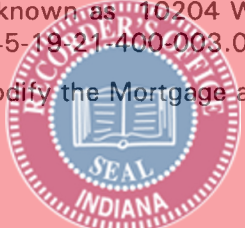
REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in LAKE County, State of Indiana:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The Real Property or its address is commonly known as 10204 WEST 181ST AVENUE, LOWELL, IN 46356. The Real Property tax identification number is 45-19-21-400-003.000-037; 45-19-21-400-004.000-037.

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

DEFINITIONS.



\$251.00

100275968

MB

**MODIFICATION OF MORTGAGE
(Continued)**

NOTE. The word "Note" means the promissory note dated August 26, 2019, in the original principal amount of \$150,000.00 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 August 1, 2020. **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 SEPTEMBER 9, 2019.

GRANTOR:

181 STREET LLC

By: 

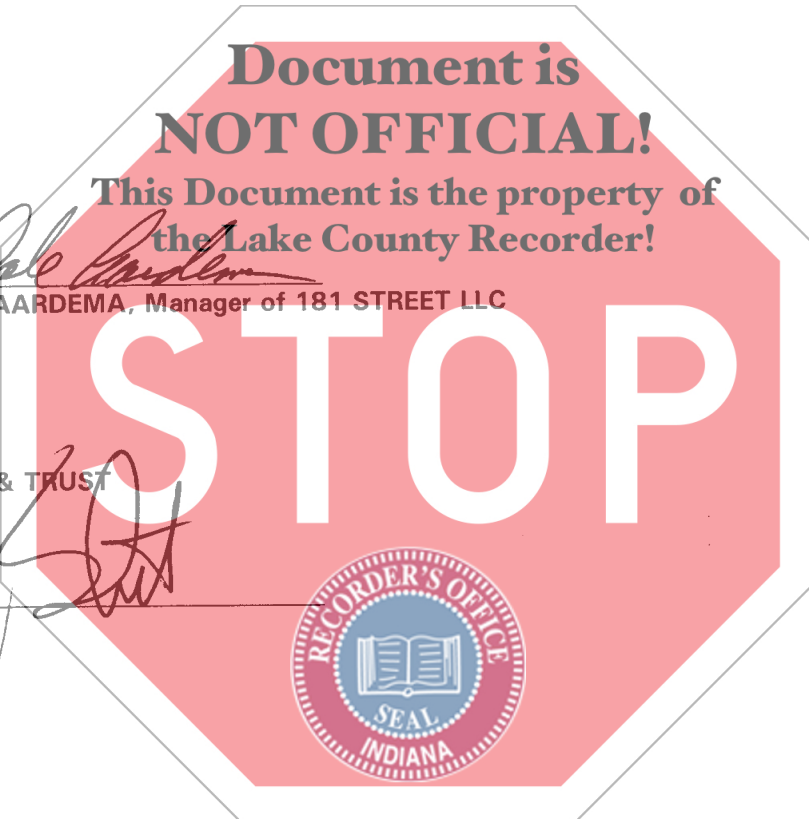
NORMAN DALE AARDEMA, Manager of 181 STREET LLC

LENDER:

PROVIDENCE BANK & TRUST

X 

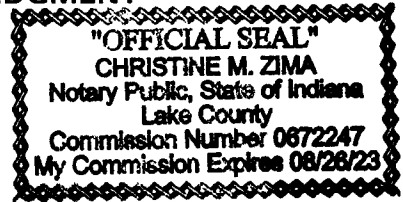
Authorized Signer



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake



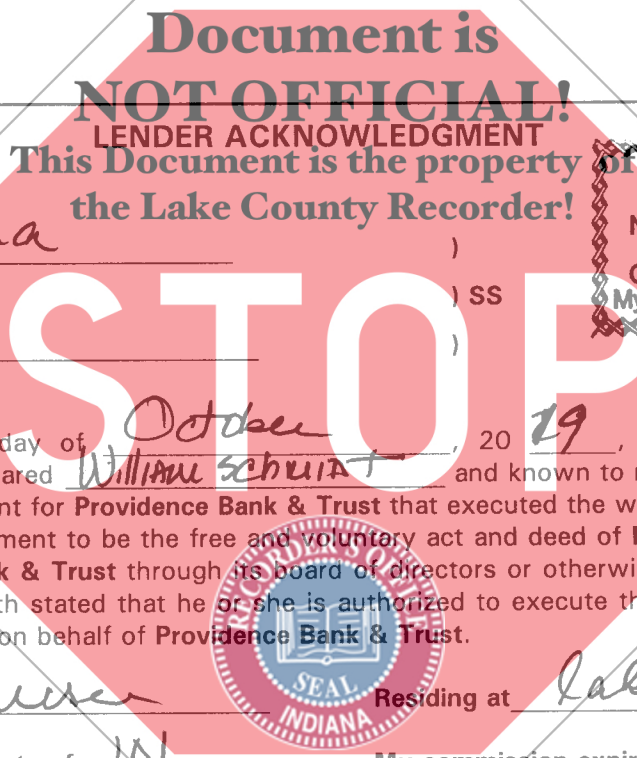
On this 2nd day of October, 20 19, before me, the undersigned Notary Public, personally appeared **NORMAN DALE AARDEMA, Manager of 181 STREET LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification 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 he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Christine M. Zima

Residing at Lake County

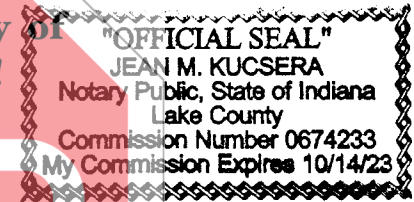
Notary Public in and for the State of _____

My commission expires 8/26/23



STATE OF Indiana

COUNTY OF Lake



On this 2nd day of October, 20 19, before me, the undersigned Notary Public, personally appeared William Schuatz and known to me to be the Asst. 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 Jean M. Kucsera

Residing at Lake County

Notary Public in and for the State of IN

My commission expires 10-14-23

**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 ASSOCIATES).

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



EXHIBIT 'A'
LEGAL DESCRIPTION

Property Street Address: 10204 West 181st Avenue
Property City, State, Zip: Lowell, IN 46356-9462
Property County: LAKE
PIN #45-19-21-400-003.000-037; 45-19-21-400-004.000-037

PARCEL 1:

A PART OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD AT A DISTANCE OF 40 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 21; THENCE EAST PARALLEL TO THE SOUTH LINE A DISTANCE OF 263.40 FEET; THENCE SOUTH 10 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 136.50 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 808.80 FEET; THENCE NORTH 79 DEGREES 27 MINUTES WEST, A DISTANCE OF 244.5 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD; THENCE SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 858.83 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE FOLLOWING: THAT PORTION OF THE ABOVE DESCRIBED REAL ESTATE LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A ¾ INCH IRON PIPE SET ON THE EAST LINE OF SAID PARCEL, 325.81 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 79 DEGREES 23 MINUTES 36 SECONDS WEST, 306.59 FEET TO THE TERMINATION OF SAID LINE A ¾ INCH IRON PIPE SET ON THE WEST LINE OF SAID PARCEL 320.0 FEET SOUTH OF THE NORTHEAST CORNER AS MEASURED ALONG THE WEST LINE OF SAID PARCEL.

PARCEL 2:

THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL OF LAND LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A ¾ INCH PIPE SET ON THE EAST LINE OF SAID PARCEL 325.81 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE NORTH 79 DEGREES 29 MINUTES 36 SECONDS WEST, 306.59 FEET TO THE TERMINATION OF SAID LINE AT A ¾ INCH IRON PIPE SET ON THE WEST LINE OF SAID PARCEL 320.0 FEET SOUTH OF THE NORTHEAST CORNER AS MEASURED ALONG THE WEST LINE OF SAID PARCEL, SAID PARCEL BEING: A PART OF THE WEST ½ OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND P.M., DESCRIBED AS: COMMENCING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD AT A DISTANCE OF 40 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 21; THENCE EAST PARALLEL TO SAID SOUTH LINE A DISTANCE OF 263.40 FEET; THENCE SOUTH 10 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 136.60 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 808.80 FEET; THENCE NORTH 79 DEGREES 27 MINUTES WEST A DISTANCE OF 244.5 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE NEW YORK CENTRAL RAILROAD; THEN SOUTHWESTERLY ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 858.83 FEET TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.