

# NOT AN OFFICIAL DOCUMENT

2021-543466  
12/20/2021 11:27 AM  
TOTAL FEES: 25.00  
BY: JAS  
PG #: 7

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
GINA PIMENTEL  
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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## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 18, 2021, is made and executed between FIRST BAPTIST CHURCH OF HAMMOND INDIANA also known as FIRST BAPTIST CHURCH OF HAMMOND, INDIANA, INC., whose address is 473 STATE ST, HAMMOND, IN 46320 (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 15, 2005 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

**Recorded August 4, 2005 as Document No. 2005 065352.**

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

**Parcel 4:**

That parcel of real estate consisting of and described as all that part of Lots 12, 13 and 14 lying North and East of the right of way of the Erie Railroad Company (formerly the Chicago and Erie Railroad Company); Lot 15; all that part of Lots 16, 17 and 18 lying South and West of the right of way of The New York Chicago and St. Louis Railroad Company; Lots 31 and 32; all that part of Lots 33, 34 and 35 lying North and East of the right of way of the Erie Railroad Company (formerly the Chicago and Erie Railroad Company), and the vacated East-West alley lying between Lots 14, 15, 16, 17 and 18 abutting on the

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## MODIFICATION OF MORTGAGE

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North and Lots 31, 32, 33, 34 and 35 abutting on the South lying East of the right of way of the Erie Railroad Company (formerly the Chicago and Erie Railroad Company) and West of the East Lot lines of Lots 18 and 31 all in Block 3 in Townsend and Godfrey's Addition, to the City of Hammond, as per plat thereof, recorded in Plat Book 1, page 40, in the Office of the Recorder of Lake County, Indiana.

**Parcel 5:**

The right, easement, license and permit in perpetuity granted by the City of Hammond, Lake County, Indiana, to excavate for and to construct, install and maintain spread footing for column support for buildings and improvements constructed upon the parcel of real estate aforesaid, to and which, encroach underground up to five feet into and upon the public way of Sibley Street abutting said parcel of real estate on the North, the public way of Fayette Street abutting said parcel of real estate on the South and the public way of the alley dead-end turn around on Lot 19 in Block

3 in Townsend and Godfrey's Addition, in the City of Hammond, County, Indiana, Plat Book 1, page 40, abutting said parcel of real estate on the East, as created in Ordinance No. 3276 dated February 9, 1960 and recorded February 26, 1960, in Deed Record 768, page 54B, as Document No. 237582, made by the Board of Public Works and Safety of the City of Hammond.

The Real Property or its address is commonly known as 444-458 also known as 442 and 462-464 SIBLEY STREET, HAMMOND, IN 46320. The Real Property tax identification number is 45-02-36-183-018.000-023.

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

**DEFINITIONS.**

**MAXIMUM LIEN.** The lien of this Mortgage is increased and shall not exceed at any one time \$20,000,000.00.

**MATURITY DATE:** The Indebtedness, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Indebtedness, if not paid earlier, shall be due on October 18, 2028.

**Borrower.** The word "Borrower" means **First Baptist Church Of Hammond, Indiana, Inc.**, and includes all co-signers and co-makers signing the Note and all successors and assigns.

**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 endorser 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.

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 18, 2021.

GRANTOR:

FIRST BAPTIST CHURCH OF HAMMOND, INDIANA, INC.

By:

Frank Elton Mock

FRANK ELTON MOCK, Chairman of the Board of Directors of  
FIRST BAPTIST CHURCH OF HAMMOND, INDIANA, INC.

By:

Alfred Jeremiah Perez

ALFRED JEREMIAH PEREZ, Treasurer of the Board of Directors  
of FIRST BAPTIST CHURCH OF HAMMOND, INDIANA, INC.

LENDER:

PROVIDENCE BANK & TRUST

X

Carmine

Authorized Signer

Recorder of Lake County Recorder

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### CORPORATE ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 18<sup>th</sup> day of October, 20 21, before me, the undersigned Notary Public, personally appeared **FRANK ELTON MOCK**, Chairman of the Board of Directors of **FIRST BAPTIST CHURCH OF HAMMOND, INDIANA, INC.** and **ALFRED JEREMIAH PEREZ**, Treasurer of the Board of Directors of **FIRST BAPTIST CHURCH OF HAMMOND, INDIANA, INC.**, and known to me to be authorized agents 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 they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By  Vickie A. Shoddy  Residing at  240 4<sup>th</sup> Str, Munster, IN 46321   
Notary Public in and for the State of  IN  My commission expires  12/13/28

### LENDER ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 18<sup>th</sup> day of October, 20 21, before me, the undersigned Notary Public, personally appeared Christine M. Zing 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  Vickie A. Shoddy  Residing at  240 4<sup>th</sup> Str, Munster, IN 46321   
Notary Public in and for the State of  IN  My commission expires  12/13/28

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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, TEAM LEAD, COMMERCIAL SERVICES ASSOCIATE).

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

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Property of Lake County Recorder

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**RIDER ATTACHED TO AND EXPRESSLY A PART OF THAT CERTAIN MORTGAGE BY AND BETWEEN FIRST BAPTIST CHURCH OF HAMMOND INDIANA aka FIRST BAPTIST CHURCH OF HAMMOND, INDIANA, INC. (“GRANTOR”) AND PROVIDENCE BANK & TRUST (“PROVIDENCE”)**

This Rider dated October 18, 2021 amends and supplements the terms and conditions of the Mortgage of even date herewith (the “Mortgage”) granted by First Baptist Church Of Hammond Indiana also known as First Baptist Church Of Hammond, 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 or 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.** If 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 foreclose 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

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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.

**GRANTOR: FIRST BAPTIST CHURCH OF HAMMOND INDIANA aka FIRST BAPTIST CHURCH OF HAMMOND, INDIANA, INC.**

By: Frank Elton Mock  
**Frank Elton Mock**, Chairman of the Board of Directors of  
FIRST BAPTIST CHURCH OF HAMMOND INDIANA  
aka FIRST BAPTIST CHURCH OF HAMMOND, INDIANA, INC.

By: Alfred Jeremiah Perez  
**Alfred Jeremiah Perez**, Treasurer of the Board of Directors of  
FIRST BAPTIST CHURCH OF HAMMOND INDIANA  
aka FIRST BAPTIST CHURCH OF HAMMOND, INDIANA, INC.

**PROVIDENCE BANK & TRUST**

By: Christine M. Zima  
Christine M. Zima, Vice President