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2021-543467
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

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. 2005-065356.

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

PARCEL 1:

LOTS 11 TO 33, BOTH INCLUSIVE, AND THE EAST-WEST 14 FOOT ALLEY ADJACENT TO SAID LOTS, IN BLOCK 2, 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, EXCEPT THOSE PARTS CONVEYED IN DEED RECORD 32, PAGE 182, DEED RRECORD 32, PAGE 222 AND IN DEED RECORD 36 PAGE 548.

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PARCEL 2:

A STRIP OF LAND 14 FEET IN WIDTH OFF THE NORTHWESTERLY SIDE OF THE RIGHT OF WAY OF THE NEW YORK, CHICAGO & ST. LOUIS RAILROAD COMPANY AND EXTENDING FROM THE NORTH LINE OF SIBLEY SREET; NORTHWESTERLY ACROSS BLOCK 2 OF TOWNSEND AND GODFREY'S ADDITION, AS PER PLAT THEREOF, REOCRDED IN PLAT BOOK 1, PAGE 40, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, TO THE SOUTH LINE OF STATE STREET.

THE ABOVE LEGAL DESCRIPTIONS TO BE KNOWN AS LOTS 1 AND 2 IN FIRST BAPTIST CHURCH ADDITION.

The Real Property or its address is commonly known as 473 SIBLEY STREET , HAMMOND, IN 46320. The Real Property tax identification number is 45-02-36-258-002.000-023; 45-02-36-254-001.000-023.

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

Christina Mzyk

Authorized Signer

County of Lake County Recorder

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CORPORATE ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 18th 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. Shockey Residing at 240 45th St, 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 18th day of October, 20 21, before me, the undersigned Notary Public, personally appeared Christine M. Zima 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. Shockey Residing at 240 45th St, 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).

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

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