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2022-501176
01/07/2022 12:50 PM
TOTAL FEES: 25.00
BY: SP
PG #: 4

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

RECORDATION REQUESTED BY:
CENTIER BANK
600 EAST 84TH AVENUE
MERRILLVILLE, IN 46410

WHEN RECORDED MAIL TO:
CENTIER BANK
600 EAST 84TH AVENUE
MERRILLVILLE, IN 46410

SEND TAX NOTICES TO:
PROVIDENCE SUMMERTREE, LLC, AN
INDIANA LIMITED LIABILITY COMPANY
700 SPRINGER RD
LOMBARD, IL 60148-6411

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 27, 2021, is made and executed between PROVIDENCE SUMMERTREE, LLC, AN INDIANA LIMITED LIABILITY COMPANY, whose address is 700 SPRINGER RD, LOMBARD, IL 60148-6411 (referred to below as "Grantor") and CENTIER BANK, whose address is 600 E 84th Avenue, Merrillville, IN 46410 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 3, 2020 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Collateral including but not limited to, Mortgage dated November 3, 2020 recorded on November 18, 2020 as Document Number 2020-083600 in the original amount of \$1,125,000.00 in the office of the Recorder of Lake County, Indiana; Building A, 2nd Floor, 2293 N Main St Crown Point, IN 46307.

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

LOTS 178, 179, 181, 202 AND 204 IN SUMMERTREE PHASE 3 A, AN ADDITION TO THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 113, PAGE 16 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as REMAINING LOTS IN PHASE 3A OF SUMMERTREE (VACANT LAND), CROWN POINT, IN 46307.

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

A. The definition of Note is hereby deleted and the following language inserted:

Note. The word "Note" means the promissory note dated December 27, 2021, in the original principal amount of \$570,000.00 from Borrower 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 December 27, 2023. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

B. The definition of Borrower is hereby deleted and the following language inserted:

Borrower. The word "Borrower" means PROVIDENCE REAL ESTATE DEVELOPMENT, LLC and PROVIDENCE SUMMERTREE, LLC and includes all co-signers and co-makers signing the Note and all their 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

CHICAGO TITLE INSURANCE COMPANY

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MODIFICATION OF MORTGAGE (Continued)

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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 DECEMBER 27, 2021.

GRANTOR:

PROVIDENCE SUMMERTREE, LLC, AN INDIANA LIMITED LIABILITY COMPANY

PROVIDENCE REAL ESTATE DEVELOPMENT, LLC, Manager of
PROVIDENCE SUMMERTREE, LLC, AN INDIANA LIMITED LIABILITY COMPANY

By: JOHN CARROLL, Manager of PROVIDENCE REAL ESTATE DEVELOPMENT, LLC

LENDER:

CENTER BANK
SIGNED IN
COUNTERPART

X
Jennifer L. Willis, Senior Vice President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL)
COUNTY OF KANE) SS

OFFICIAL SEAL
R HUEGE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 12/02/2024

On this 22 day of DECEMBER, 2021, before me, the undersigned Notary Public, personally appeared JOHN CARROLL, Manager of PROVIDENCE REAL ESTATE DEVELOPMENT, LLC, Manager of PROVIDENCE SUMMERTREE, LLC, AN INDIANA LIMITED LIABILITY COMPANY, 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: [Signature]
Notary Public in and for the State of ILLINOIS

Residing at 239 Parkside Elmville IL 60123
My commission expires 12/02/2024

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MODIFICATION OF MORTGAGE (Continued)

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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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 27, 2021.

GRANTOR:

PROVIDENCE SUMMERTREE, LLC, AN INDIANA LIMITED LIABILITY COMPANY

PROVIDENCE REAL ESTATE DEVELOPMENT, LLC, Manager of PROVIDENCE SUMMERTREE, LLC, AN INDIANA LIMITED LIABILITY COMPANY

SIGNED IN COUNTERPART

By: JOHN CARROLL, Manager of PROVIDENCE REAL ESTATE DEVELOPMENT, LLC

LENDER:

CENTIER BANK

X Jennifer L. Willis, Senior Vice-President

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____ before me, the undersigned Notary Public, personally appeared JOHN CARROLL, Manager of PROVIDENCE REAL ESTATE DEVELOPMENT, LLC, Manager of PROVIDENCE SUMMERTREE, LLC, AN INDIANA LIMITED LIABILITY COMPANY, 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 same on behalf of the limited liability company.

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

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MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAKE)



On this 23rd day of December, 2021, before me, the undersigned Notary Public, personally appeared Jennifer L. Willis and known to me to be the Senior Vice President, authorized agent for CENTIER BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of CENTIER BANK, duly authorized by CENTIER BANK 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 CENTIER BANK.

By Regina L. Salmon
Notary Public in and for the State of IN

Residing at CORIFITH, IN
My commission expires 7/22/2024

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 (JENNIFER L WILLIS, SENIOR VICE PRESIDENT).

This Modification of Mortgage was prepared by: JENNIFER L WILLIS, SENIOR VICE PRESIDENT

County of Lake County Recorder