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MARKET STREET AND
RECORDER

96023378

RECORDATION REQUESTED BY:

Bank One, Merrillville, NA
1000 East 80th Place
Merrillville, IN 46410

WHEN RECORDED MAIL TO:

Bank One, Merrillville, NA
1000 East 80th Place
Merrillville, IN 46410

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE IS DATED MARCH 26, 1996, BETWEEN ROBERT L. MURZYN, BEVERLY J. MURZYN, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES AS TO AN UNDIVIDED ONE HALF INTEREST AS TENANTS IN COMMON WITH, JAMES STAPLETON and OMA STAPLETON, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES AS TO AN UNDIVIDED ONE HALF INTEREST AS TENANTS IN COMMON WITH ROBERT L. MURZYN AND BEVERLY J. MURZYN, HUSBAND AND WIFE (referred to below as "Grantor"), whose address is . . . IN and Bank One, Merrillville, NA (referred to below as "Lender"), whose address is 1000 East 80th Place, Merrillville, IN 46410.

MORTGAGE. Grantor and Lender have entered into a mortgage dated October 22, 1991 (the "Mortgage") recorded in LAKE County, State of Indiana as follows:

RECORDED OCTOBER 25, 1991, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, AS DOCUMENT NO. 91054002.

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

THE NORTHWESTERLY HALF OF LOT 36 AND ALL OF LOT 37, IN JULIUS SZUDZINSKI'S BOULEVARD ADDITION, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 16 PAGE 24, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 2235 NEW YORK AVENUE, WHITING, IN 46394.

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

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect. 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 endorers 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.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Robert L. Murzyn
ROBERT L. MURZYN

x Beverly J. Murzyn
BEVERLY J. MURZYN, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES AS TO AN UNDIVIDED ONE HALF INTEREST AS TENANTS IN COMMON WITH

x James Stapleton
JAMES STAPLETON

x Oma Stapleton
OMA STAPLETON, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES AS TO AN UNDIVIDED ONE HALF INTEREST AS TENANTS IN COMMON WITH ROBERT L. MURZYN AND BEVERLY J. MURZYN

LENDER:

Bank One, Merrillville, NA

By: [Signature]
Authorized Officer



1200
#86531372

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared ROBERT L. MURZYN; BEVERLY J. MURZYN, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES AS TO AN UNDIVIDED ONE HALF INTEREST AS TENANTS IN COMMON WITH: JAMES STAPLETON; and OMA STAPLETON, HUSBAND AND WIFE, AS TENANTS BY THE ENTIRETIES AS TO AN UNDIVIDED ONE HALF INTEREST AS TENANTS IN COMMON WITH ROBERT L. MURZYN AND BEVERLY J. MURZYN, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 26th day of March, 19 96.
By Kathryn A. Jezuit Residing at 1009 Reese Avenue
Printed Name of Notary Public: KATHRYN A. JEZUIT Lake County
Notary Public in and for the State of Indiana My commission expires March 23, 1997

LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 26th day of March, 19 96, before me, the undersigned Notary Public, personally appeared Robert L. Murzyn & Beverly J. Murzyn & James & Oma Stapleton and known to me to be the individuals described in, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

By Kathryn A. Jezuit Residing at 1009 Reese Avenue
Printed Name of Notary Public: KATHRYN A. JEZUIT Lake County
Notary Public in and for the State of Indiana My commission expires March 23, 1997

This Modification of Mortgage prepared by: Sandy J. Waddell

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