

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

97069187

97 OCT 10 AM 11:53

MORRIS V. CARTER  
RECORDER

4

**RECORDATION REQUESTED BY:**

**PRAIRIE BANK AND TRUST COMPANY  
7661 SOUTH HARLEM AVE.  
BRIDGEVIEW, IL 60455**

**WHEN RECORDED MAIL TO:**

**PRAIRIE BANK AND TRUST COMPANY  
7661 SOUTH HARLEM AVE.  
BRIDGEVIEW, IL 60455**

**SEND TAX NOTICES TO:**

**Adolph Battista, Jr.  
946 Troon Court  
Scherserville, IN 46375**

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE IS DATED JULY 17, 1997, BETWEEN Adolph Battista, Jr., a married man, (referred to below as "Grantor"), whose address is 946 Troon Court, Scherserville, IN 46375; and PRAIRIE BANK AND TRUST COMPANY (referred to below as "Lender"), whose address is 7661 SOUTH HARLEM AVE., BRIDGEVIEW, IL 60455.**

**MORTGAGE.** Grantor and Lender have entered into a mortgage dated July 17, 1996 (the "Mortgage") recorded in Lake County, State of Indiana as follows:

**Recorded in Lake County on 7/29/96 as Document No. 96050242**

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

**Lots 243, 172 and 186 in White Oak Estates, Block 4, as shown in Plat Book 79, Page 56, Lake County, Indiana**

**The Real Property or its address is commonly known as Lots 243, 172 and 186 in White Oak Estates, Munster, IN 46321.**

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

**Extend maturity for six months to January 17, 1998.**

**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

**LAWYERS TITLE INS. CORP.  
ONE PROFESSIONAL CENTER  
SUITE 215  
CROWN POINT, IN 46307  
61647**

1600  
Su  
ey

07-17-1997  
Loan No 01971659016

**MODIFICATION OF MORTGAGE**  
(Continued)

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.

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

GRANTOR:

*Adolph Batista, Jr.*  
Adolph Batista, Jr.

LENDER:

PRAIRIE BANK AND TRUST COMPANY

By: Authorized Officer  
*Mark Williams*

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF *Missis*  
COUNTY OF *Cook* ) ss

On this day before me, the undersigned Notary Public, personally appeared Adolph Batista, Jr., to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this *4th* day of *September*, 19 *97*.

By *Karen M. Finn* Residing at *Oak Grove*

Notary Public in and for the State of *Missis*

My commission expires \_\_\_\_\_



07-17-1997  
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**MODIFICATION OF MORTGAGE**  
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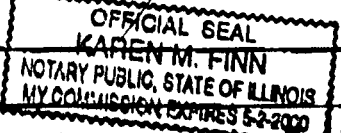
**LENDER ACKNOWLEDGMENT**

STATE OF Illinois )  
COUNTY OF Cook ) ss

On this 4th day of September, 1997, before me, the undersigned Notary Public, personally appeared Mr. Mike Prescher and known to me to be the 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 [Signature] Residing at [Address]

Notary Public In and for the State of Illinois

My commission expires \_\_\_\_\_  


This Modification of Mortgage was prepared by Prairie Bank and Trust Company

AUG. 29. 1997

3:36PM

PRAIRIE BANK & TRUST

P. 7/9

07-17-1997

Loan No 01971659016

**MODIFICATION OF MORTGAGE**  
(Continued)

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**RECORDING PAGE**