

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER
RECORDER

MORTGAGE MODIFICATION AGREEMENT

On this 3rd day of August, 1999, ANTHONY DIAZ, hereinafter referred to as the Borrowers, whose address 1804 E. 24th Lake Station, IN 46405, and MILO CORPORATION, 6272 Robinson Road, Lockport, New York 14094 (hereinafter Mortgagee), in consideration of the mutual promises described below, AGREE as follows:

1. The Mortgagee is the owner of a Mortgage Note (or Bond) given by the Borrower and dated JULY 29, 1998 which became or will become due and payable in full on JANUARY 29, 1999.
2. The Mortgage Note (or Bond) is secured by a mortgage dated JULY 29, 1998 recorded on AUG 3, 1998 in the office of the Register of Deeds for LAKE County, in Liber # 98059580 Page _____.
3. At the Borrowers request, the Mortgagee has agreed to rewrite the maturity date or modify the terms for payment of sums or both secured by the mortgage dated JULY 29, 1998 according to a subsequent new Note dated August 3, 1999, by the undersigned, delivered to and accepted by the Mortgagee.
4. All indebtedness evidenced by the Original Note and the Subsequent New Note as well as any other indebtedness of the Borrowers owing to the mortgagee now or in the future, is secured by and will continue to be secured by the mortgage dated JULY 29, 1998.
5. The Borrowers jointly and severally acknowledge, ratify and reaffirm all terms, conditions, agreements, promises, covenants, rights and powers made by or as given in the Mortgage.
6. The Borrowers jointly and severally assume and agree to pay the Subsequent New Note, and the Mortgage, as extended, and to perform all promises and agreements of the mortgage.
7. At the option of the Mortgagee, this Mortgage, as modified, shall remain in full force and effect, and not subject to discharge, until all indebtedness secured by the mortgage, as modified, is paid in full satisfaction with the terms and conditions of all evidences of indebtedness, including but not limited to the Original Note (or Bond) and the subsequent New Note.
8. The benefits of this Agreement shall insure to and the obligations shall be binding upon the heirs, personal representatives, successors and assignees of the parties hereto.

16.00
E.P.
18091

Situated in Lake County, in the State of Indiana:

Lot Numbered 169 in Robert Bartlett's East Gary Small Farms, in the Town of East Gary, now known as Lake Station, as per plat thereof, recorded in Plat Book 25 page 2, in the Office of the Recorder of Lake County, Indiana.

Commonly known as: 1804 E. 24th Ave., Lake Station, IN 46405

Building Home on Property listed above.

Document is NOT OFFICIAL!

This Document is ~~READ, ACCEPTED & APPROVED~~ the Lake County Recorder!

DATE: 7/29/98

STOP



A.D. 8/9/99

NOTICE OF INCREASE IN FACE AMOUNT OF MORTGAGE

Notice is hereby given that the face amount of the below described Mortgage ANTHONY DIAZ has been increased, as shown below:

Mortgagors: ANTHONY DIAZ
Date of Mortgage: JULY 29, 1998
Date of Recording: _____
Recording: Liber _____ Page _____ LAKE County

Original Face Amount: NINETY-NINE THOUSAND AND 0/100 U.S. DOLLARS (\$99,000.00).

New Face Amount: ONE HUNDRED THREE THOUSAND FIVE HUNDRED AND 0/100 U.S. DOLLARS (\$103,500.00).

Witness: Lorayne M. Bradley
Lorayne M. Bradley

Darlene K. Farnham
Milo Corporation
By: Darlene K. Farnham, Jr. VP

Anthony Diaz (Seal) -Borrower

(Seal) -Borrower

STATE OF NEW YORK)
)ss:
COUNTY OF ORLEANS)

On this 30 day of July 1999 before me personally appeared DARLENE K. FARNHAM, who, being duly sworn, deposed and said that she resides at Hindsburg Road, Albion, New York and is a Junior Vice President of Milo Corporation, and authorized to act on behalf of the corporation, and who executed the foregoing, and acknowledged execution of the same in her corporate capacity.

Glenna Sue Dickinson
Notary Public

STATE OF INDIANA)
)ss: GLENN SUE DICKINSON
COUNTY OF LAKE) Notary Public, State of New York
Qualified in Orleans County
My Commission Expires June 15, 2000

On this 3rd day of August, 1999 before me personally appeared ANTHONY DIAZ, , who reside at 1804 E. 24th Lake Station, IN 46405, and who executed the foregoing, and acknowledged execution of the same.

Notary Public

Drafted by: Darlene K. Farnham
Return to: LYMAN & LYMAN, LLC 51 N. Main Street, Albion, New York 14411