

2002 099857

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2002 NOV -4 AM 9:40

MORRIS W. CARTER  
RECORDER

RECORDATION REQUESTED BY:  
Heritage Community Bank  
18301 South Halsted Street  
Glenwood, IL 60425

WHEN RECORDED MAIL TO:  
Heritage Community Bank  
18301 South Halsted Street  
Glenwood, IL 60425

SEND TAX NOTICES TO:  
Barbara J. Yadron 2000 Trust under  
Agreement dated November 29, 2000.  
8979 Louis Ct.  
St. John, IN 46373

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 18, 2002, is made and executed between Barbara J. Yadron 2000 Trust under agreement dated November 29, 2000, whose address is 8979 Louis Ct., St. John, IN 46373. (referred to below as "Grantor") and Heritage Community Bank, whose address is 18301 South Halsted Street, Glenwood, IL 60425 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 15, 2001 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded April 20, 2001 in the Office of the Recorder in Lake County, Indiana as document # 2001 029096.

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

Lot 19 and the North 10 feet of Lot 20, Mar-Dar Industrial Park, Phase One, an Industrial Subdivision to Crown Point, as shown in Plat Book 81, page 51, and re-recorded October 3, 1996 in Plat Book 81, page 57 in the Office of the Recorder of Lake County, Indiana.

The Real Property or its address is commonly known as 670 Madison St., Crown Point, IN 46307. The Real Property tax identification number is Unit No. 23 Key No. 9-504-19

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

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**MODIFICATION OF MORTGAGE  
(Continued)**

**Adjust interest rate to HCB Base rate plus 0.25% adjusting every three years thereafter. Initial rate of 5% to adjust on October 18, 2005.**

**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.

**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, 2002.**

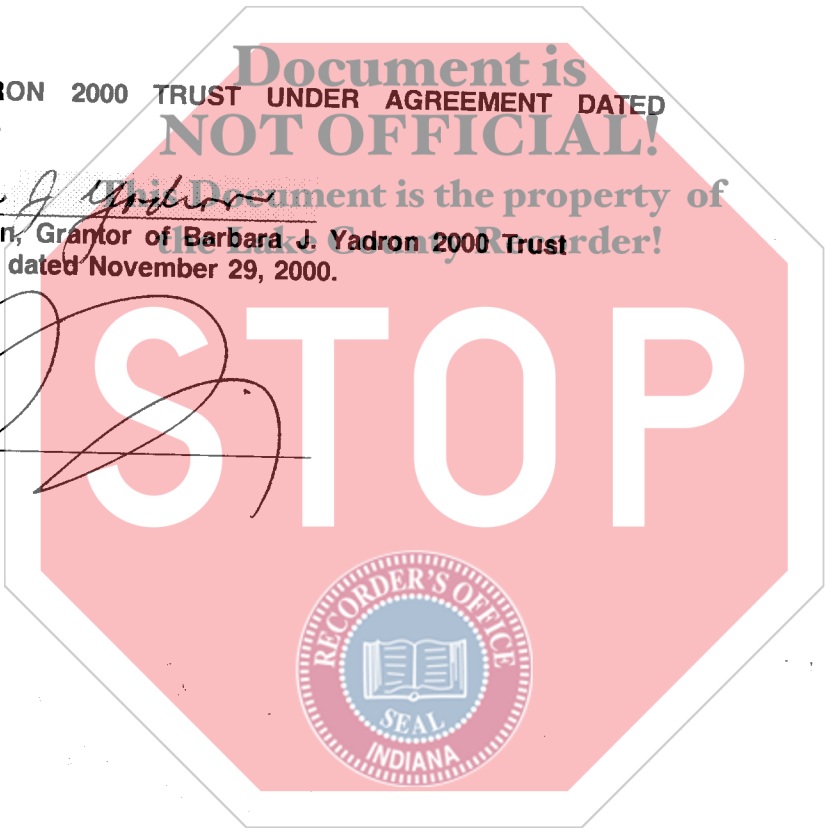
**GRANTOR:**

**BARBARA J. YADRON 2000 TRUST UNDER AGREEMENT DATED NOVEMBER 29, 2000.**

By: Barbara J. Yadron  
**Barbara J. Yadron, Grantor of Barbara J. Yadron 2000 Trust under Agreement dated November 29, 2000.**

**LENDER:**

X [Signature]  
**Authorized Signer**



TRUST ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

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On this 18<sup>th</sup> day of OCTOBER, 20 02, before me, the undersigned Notary Public, personally appeared **Barbara J. Yadron, Grantor of Barbara J. Yadron 2000 Trust under Agreement dated November 29, 2000.**, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

By Lisa C Davis

Residing at Menard, IL 60425

Notary Public in and for the State of Illinois

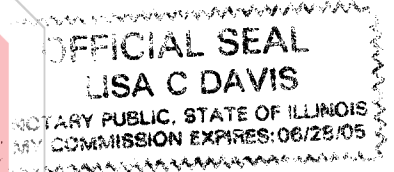
My commission expires 06/28/05

Document is  
NOT OFFICIAL!  
LENDER ACKNOWLEDGMENT  
This Document is the property of  
the Lake County Recorder!

STATE OF Illinois

COUNTY OF Cook

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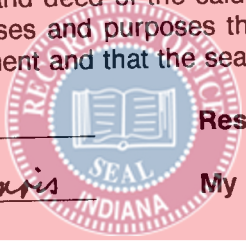
On this 18<sup>th</sup> day of OCTOBER, 20 02, before me, the undersigned Notary Public, personally appeared PATRICK FANNING and known to me to be the V.P., authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary 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 Lisa C Davis

Residing at Menard, IL 60425

Notary Public in and for the State of Illinois

My commission expires 06/28/05



**MODIFICATION OF MORTGAGE  
(Continued)**

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**This Modification of Mortgage was prepared by: Heritage Community Bank**

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