2003 077460

2000 311

Space Above This Line For Recording Data

## MODIFICATION OF MORTGAGE

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is June 1, 2003. The parties and their addresses are:

## **MORTGAGOR:**

MARTIN J. SERWINSKI Spouse of Mary Beth Serwinski 14595 98th Avenue

Dyer, Indiana 46311

## MARY BETH SERWINSKI

Spouse of Martin J. Serwinski 14595 West 98th Avenue

Dyer, Indiana 60311

## **LENDER:**

LAKESIDE BANK

This Document is the property of Organized and existing under the laws of Illinois

55 W. WACKER DRIVE CHICAGO, Illinois 60601

covered the following described Property:

1. BACKGROUND. Mortgagor and Lender entered into a security instrument dated May 21, 2001 and recorded on May 29, 2001 (Security Instrument). The Security Instrument was recorded in the records of Lake County, Indiana at the Recorder of Deeds as Document number 2001040642 and

LOTS 22 AND 24, COUNTRY WOODS ESTATE, AS SHOWN IN PLAT BOOK 77, PAGE 21, IN LAKE COUNTY, INDIANA.

Martin J. Serwinski Indiana Real Estate Modification IL/4XXXwebes00623900003872004071403Y

©1996 Bankers Systems, Inc., St. Cloud, MN Experi

Page 1

Lakeside Bank

The property is located in Lake County at 14595 West 98th Avenue, Dyer, Indiana 46311.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

- A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:
  - (1) Secured Debts. This Security Instrument will secure the following Secured Debts:
    - (a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note, No. 6040249-03, dated May 21, 2001, from Mortgagor to Lender, with a loan amount of \$114,500.00 with an initial variable interest rate of 4.25 percent per year until June 2, 2003, after which time it may change as the promissory note prescribes and maturing on December 1, 2004. One or more of the debts secured by this Security Instrument contains a future advance provision.
    - (b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.
    - (c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- 3. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 4. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.



**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

MORTGAGOR:

Martin J. Serwinski

Mary Beth Serwinski

Individually

LENDER:

LAKESIDE BANK

By

Stan J. Bochnowski, Senior Vice President



ACKNOWLEDGMENT. (Individual)						
COUNTY OF C	00 1	STATE	OF	ILLINOIS	00	
Before me,	Al SHIH		. a Nota	rv Public thi	c 7.44.	day o
acknowledged the executi	ion of the anne	xed instrume	nt.	spouse of	iviary Beth	Serwinski
My commiss	ion sypicest SE WAI SHIH lotary Public, State o Commission Expires	AL" (N	otary Publ otary's Co	i sai	Suit	
(Individual)						<del></del>
COUNTY OF_	COOK ,	STATE	OF	ILLINOIS	ss.	
Before me, (\lambda	AI SHIH		, a Notai	rv Public this	24th	day o
July,	2003 D	/larv_Beth	Serwinski)	, spouse of	f Martin J.	day o Serwinski
acknowledged the execut	on or the annex	ked instrumer	nt.		$\Omega$	
My commissi	on expires:	O R P(No	otary Publi	c) ().	<i>[</i> ',	
N My	"OFFICIAL SE. WAI SHIH otary Public, State of Commission Expires (	Hent is the	e proper otary's Con	cty of unity)	Janh	
****						
		COUDER'S O	A CE			
Martin J. Serwinski ndiana <b>Real Estate Modification</b> L/4XXXwebes006239000038720040714	нозу	<sup>©</sup> 1996 Bankers Sys	tems, Inc., St. C	Cloud, MN Experi		InitialsPage 4

•