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RECORDED IN  
LAKE COUNTY  
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2004 047092

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**MODIFICATION OF MORTGAGE**

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is May 21, 2004. The parties and their addresses are:

**MORTGAGOR:**

**MARSHALL J. LEVIS**

As Trustee

**MICHAEL S. LEVIS**

As Trustee

**TIMOTHY H. LEVIS**

As Trustee

under a Trust Agreement

Dated December 11, 1996,

between Marshall J. Levis as settlor and Marshall J. Levis, Michael S. Levis, and Timothy H.

Levis as trustees, known as the Marshall J. Levis Family Trust

210 S. Court St.

Crown Point, Indiana 46307

**LENDER:**

**CENTIER BANK**

Organized and existing under the laws of Indiana

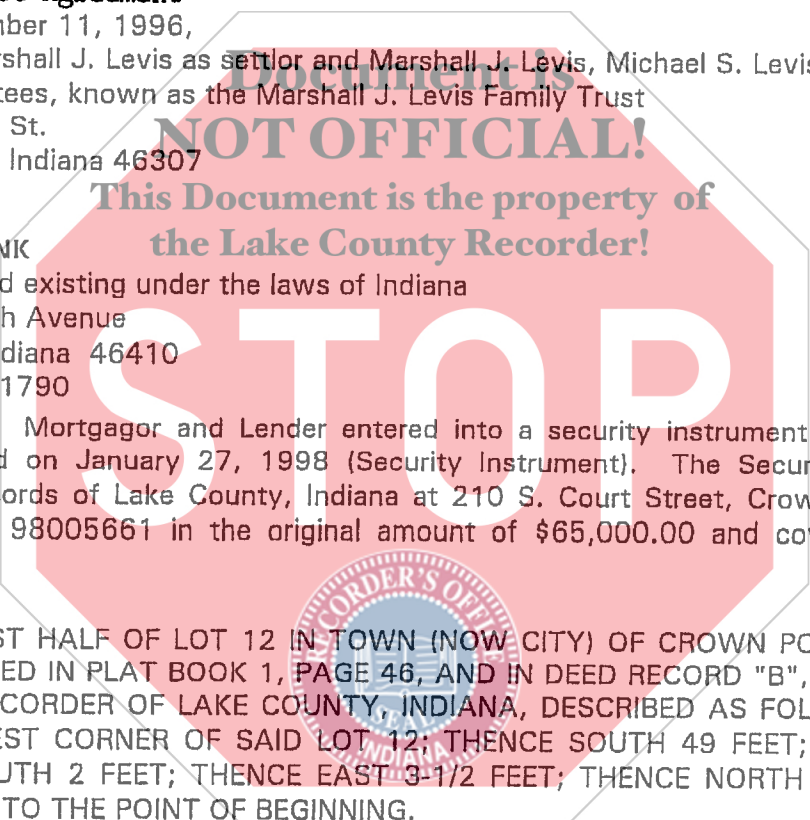
600 East 84th Avenue

Merrillville, Indiana 46410

TIN: 35-0161790

# 320041191

Bankers Title



1. **BACKGROUND.** Mortgagor and Lender entered into a security instrument dated January 21, 1998 and recorded on January 27, 1998 (Security Instrument). The Security Instrument was recorded in the records of Lake County, Indiana at 210 S. Court Street, Crown Point, Indiana as Document Number 98005661 in the original amount of \$65,000.00 and covered the following described Property:

PART OF THE WEST HALF OF LOT 12 IN TOWN (NOW CITY) OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 46, AND IN DEED RECORD "B", PAGE 121. IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 12; THENCE SOUTH 49 FEET; THENCE EAST 60 FEET; THENCE SOUTH 2 FEET; THENCE EAST 3-1/2 FEET; THENCE NORTH 51 FEET; THENCE WEST 63-1/2 FEET TO THE POINT OF BEGINNING.

The property is located in Lake County at 210 S. Court St., Crown Point, Indiana 46307.

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 or other agreement, No. 15440, dated January 21, 1998, from Mortgagor to Lender, with a loan amount of \$95,000.00 and maturing on May 20, 2005.

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(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.

**5. ADDITIONAL TERMS.** The Original Maximum Obligation Limit has increased from \$65,000.00 to \$95,000.00.

**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:**

under a Trust Agreement

By Marshall J. Levis, by Trustee POA

Marshall J. Levis, Trustee

By Michael S. Levis, Trustee

Michael S. Levis, Trustee

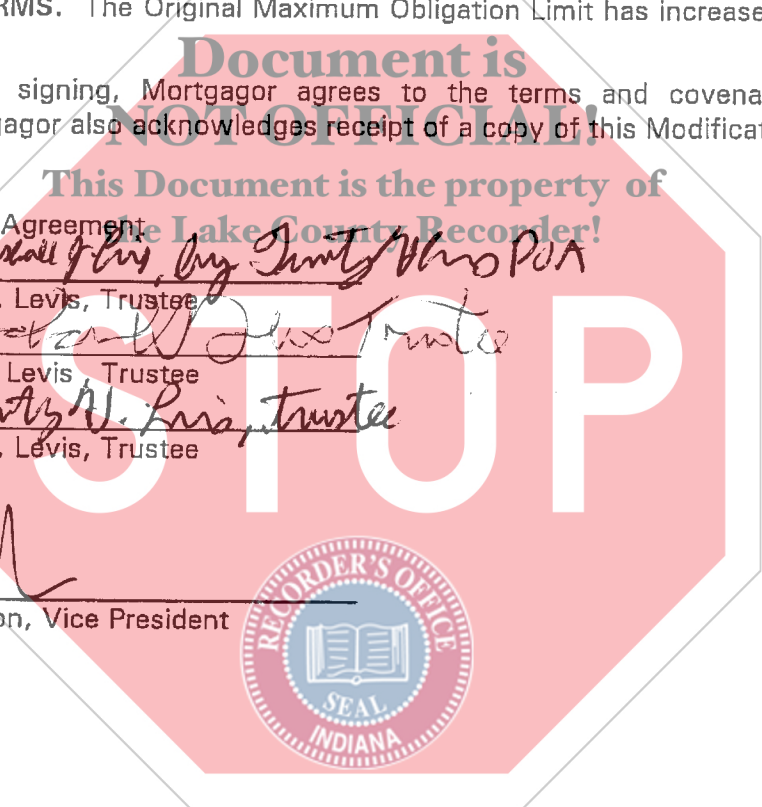
By Timothy H. Levis, Trustee

Timothy H. Levis, Trustee

**LENDER:**

Centier Bank

By Greg Gordon  
Greg Gordon, Vice President



**ACKNOWLEDGMENT.**

(Business or Entity)

State OF IN, County OF Lake ss.  
Before me, Elaine VanDenburgh, a Notary Public this 21st day of May, 2004, Marshall J. Levis - Trustee; Michael S. Levis - Trustee and Timothy H. Levis - Trustee of under a Trust Agreement a Trust acknowledged the execution of the annexed instrument of the Trust.

My commission expires:

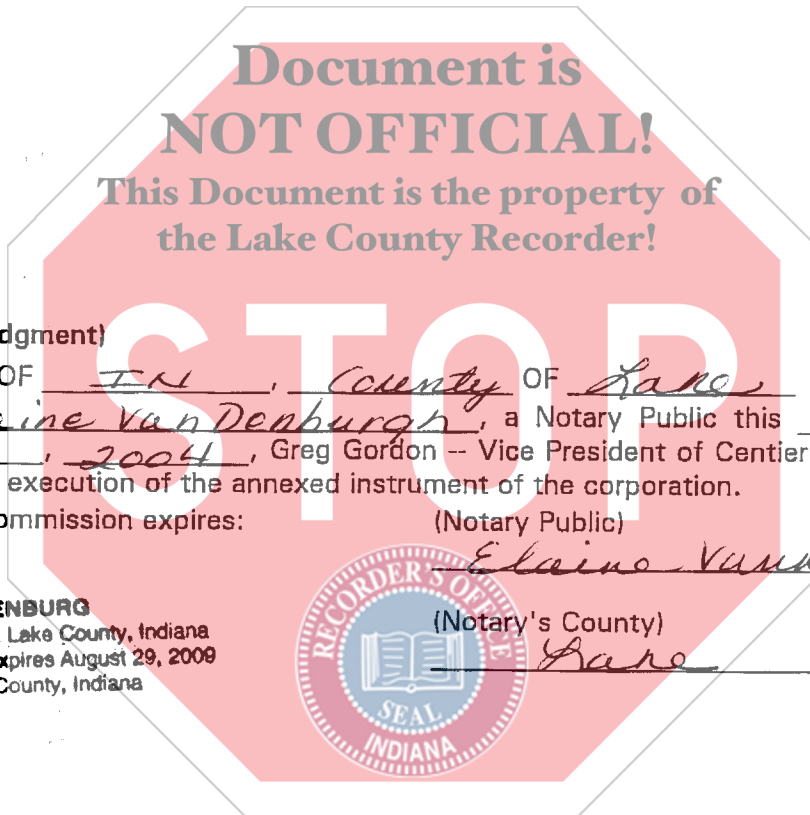
(Notary Public)

**ELAINE VAN DENBURG**  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires August 29, 2009  
Resident of Lake County, Indiana

Elaine VanDenburgh

(Notary's County)

Lake



(Lender Acknowledgment)

State OF IN, County OF Lake ss.  
Before me, Elaine VanDenburgh, a Notary Public this 21st day of May, 2004, Greg Gordon -- Vice President of Centier Bank, a corporation, acknowledged the execution of the annexed instrument of the corporation.

My commission expires:

(Notary Public)

**ELAINE VAN DENBURG**  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires August 29, 2009  
Resident of Lake County, Indiana

Elaine VanDenburgh

(Notary's County)

Lake

This instrument was prepared by Greg Gordon, Vice President, Centier Bank, 600 East 84th Ave., Merrillville, Indiana 46410