

RECORDATION REQUESTED BY:
CITIZENS FINANCIAL SERVICES, FSB
1100 E. JOLIET ST.
DYER, IN 46311

WHEN RECORDED MAIL TO: CITIZENS FINANCIAL SERVICES, FSB 1100 E. JOLIET ST. DYER, IN 46311

SEND TAX NOTICES TO:
CITIZENS FINANCIAL SERVICES, FSB
1100 E. JOLIET ST.
DYER, IN 46311

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 7, 2004, is made and executed between Isabel Ortiz (referred to below as "Grantor") and CITIZENS FINANCIAL SERVICES, FSB, whose address is 1100 E. JOLIET ST., DYER, IN 46311 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 22, 2000 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on May 31, 2000 in the Lake County Recorder's Office as Document Number 2000037885 and Assignment of Rents dated May 22, 2000 recorded on May 31, 2000 in the Lake County Recorder's Office as Document Number 2000037886.

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

LOT 42, IN BLOCK 10, IN FOURTH ADDITION TO INDIANA HARBOR, IN THE CITY OF EAST CHICAGO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 31, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 3806 Euclid Avenue, East Chicago, IN 46312. The Real Property tax identification number is Key No: 30-390-22; Unit: 24

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

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 5074070 (Continued) Page 2

The principal balance of the Promissory Note secured by the aforesaid mortgage has been increased the date of this Modification of Mortgage from \$28,000.00 to \$32,000.00. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$64,000.00.

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 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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 7, 2004.

GRANTOR:

Document is

NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

CITIZENS FINANCIAL SERVICES, FSB

X
Authorized Signer

## MODIFICATION OF MORTGAGE Loan No: 5074070 (Continued)

INDIVIDUAL ACKNOWLEDGMENT ) SS **COUNTY OF** On this day before me, the undersigned Notary Public, personally appeared Isabel Ortiz, to the 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 Given under my hand and official seal this day of Residing at **FATRICIA**  $A_{\infty}$ SMOLIWSK! My commission expires 11-26-0 Notary Public in and for the State of \_ This Document is the property of the Lake County Recorder! ) SS **COUNTY OF** before me, the undersigned On this day of and known to me to be the Notary Public, personally appeared 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. Residing at My commission expires Notary Public in and for the State of

Loan No: 5074070

This Modification of Mortgage was prepared by: CITIZENS FINANCIAL SERVICES, FSB

