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LAKE COUNTY  
FILED FOR RECORDS

2004 083103

2004 SEP 1 11:11 AM

MCF

**RECORDATION REQUESTED BY:**

MB Financial Bank, N.A.  
Commercial Banking - South Region  
16255 S. Harlem Avenue  
Tinley Park, IL 60477

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**WHEN RECORDED MAIL TO:**

MB Financial Bank, N.A.  
Loan Documentation  
1200 N. Ashland Avenue  
Chicago, IL 60622

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LN #4215403

**MODIFICATION OF MORTGAGE**

**NOT OFFICIAL!**  
This document is the property of the Lake County Recorder!

THIS MODIFICATION OF MORTGAGE dated June 18, 2004, is made and executed between Robert Hennessey and Laura J. Hennessey, his wife, whose address is 11260 Fairbanks Court, Crown Point, IN 46307 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 16255 S. Harlem Avenue, Tinley Park, IL 60477 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 18, 2003 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

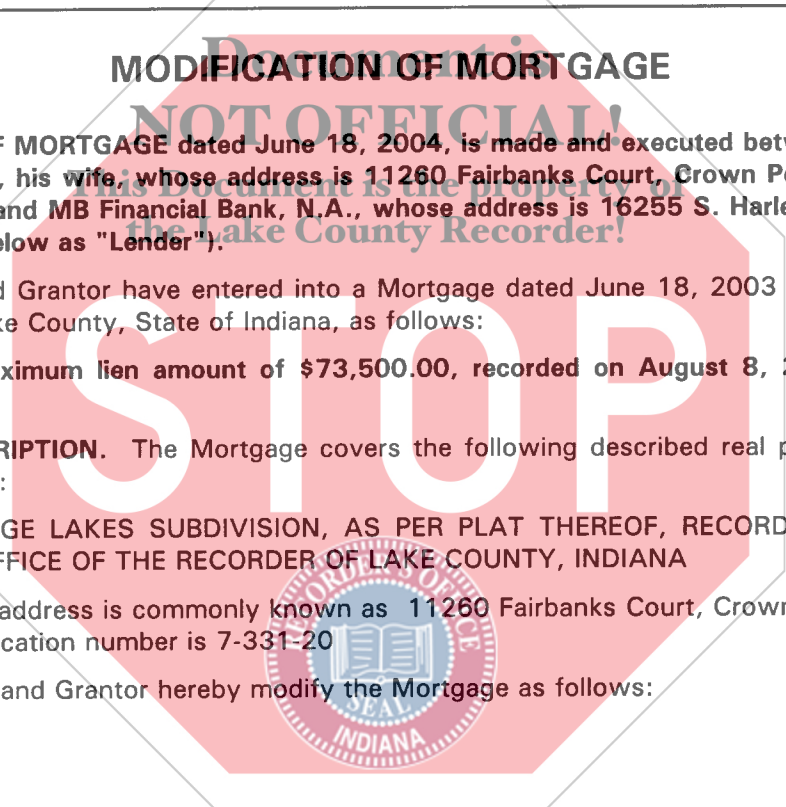
**Mortgage in the maximum lien amount of \$73,500.00, recorded on August 8, 2003 as Document No. 2003 083175.**

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

LOT 20 IN PINERIDGE LAKES SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 72 PAGE 48, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 11260 Fairbanks Court, Crown Point, IN 46307. The Real Property tax identification number is 7-331-20

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



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22149  
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**MODIFICATION OF MORTGAGE  
(Continued)**

Mortgage modified to allow for change in pledge of collateral from loan of Hallmark Homes, L.L.C., to loan in the name of Hennessey Development, Inc., d/b/a Hennessey Homes, effective June 18, 2004; Maturity Date extended from June 18, 2004 to June 18, 2005. All other terms and provisions of the loan documents shall remain in full force and effect.

**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 JUNE 18, 2004.**

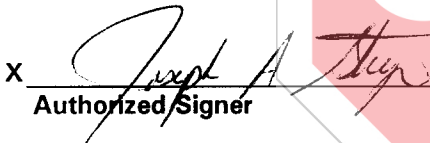
GRANTOR:

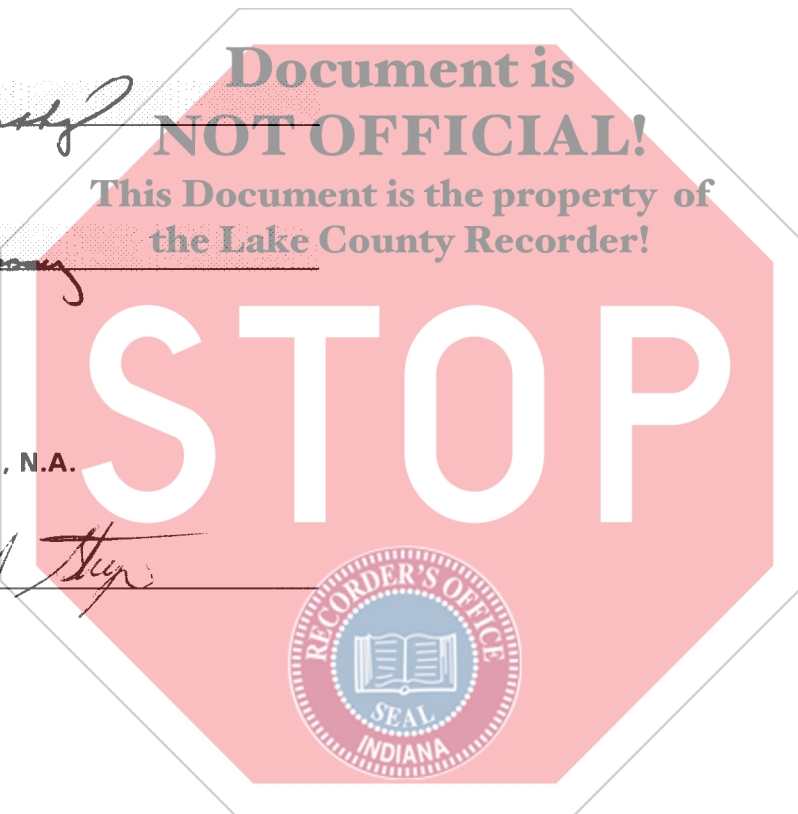
X   
Robert Hennessey

X   
Laura J. Hennessey

LENDER:

MB FINANCIAL BANK, N.A.

X   
Authorized Signer



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Cook

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On this day before me, the undersigned Notary Public, personally appeared **Robert Hennessey and Laura J. Hennessey**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

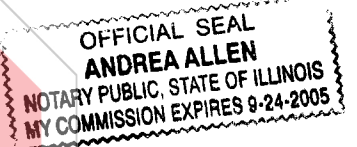
Given under my hand and official seal this 20th day of August, 2004.  
By Andrea Allen Residing at Cook  
Notary Public in and for the State of IL My commission expires 9/24/05

Document is  
NOT OFFICIAL!

LENDER ACKNOWLEDGMENT

STATE OF Illinois  
COUNTY OF Cook

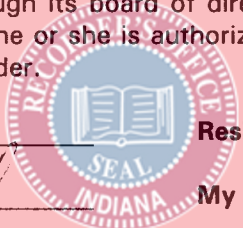
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This Document is the property of  
the Lake County Recorder!

On this 20th day of August, 2004, before me, the undersigned Notary Public, personally appeared KENNETH A. ENGELMAN and known to me to be the VICE PRESIDENT, 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 Andrea Allen Residing at Cook  
Notary Public in and for the State of IL My commission expires 9/24/05



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**This Modification of Mortgage was prepared by: John Sheahan # 12689**

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