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2004 083143

LAKE COUNTY
FILED FOR RECORD

2004 SEP 07 10 28 AM

MORTGAGE

RECORDATION REQUESTED BY:
STANDARD BANK AND TRUST CO.
7800 W. 95TH STREET
HICKORY HILLS, IL 60457

WHEN RECORDED MAIL TO:
STANDARD BANK AND TRUST CO.
7800 W. 95TH STREET
HICKORY HILLS, IL 60457

SEND TAX NOTICES TO:
STANDARD BANK AND TRUST CO.
7800 W. 95TH STREET
HICKORY HILLS, IL 60457

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 29, 2004, is made and executed between Robert R. Mendoza and Linda K. Mendoza, whose address is 1404 Cozy Lane, Dyer, IN 46311 (referred to below as "Grantor") and STANDARD BANK AND TRUST CO., whose address is 7800 W. 95TH STREET, HICKORY HILLS, IL 60457 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 4, 1997 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage Recorded June 9, 1997 as Document Number 97036745 in the Lake County Indiana Recorder of Deeds Office.

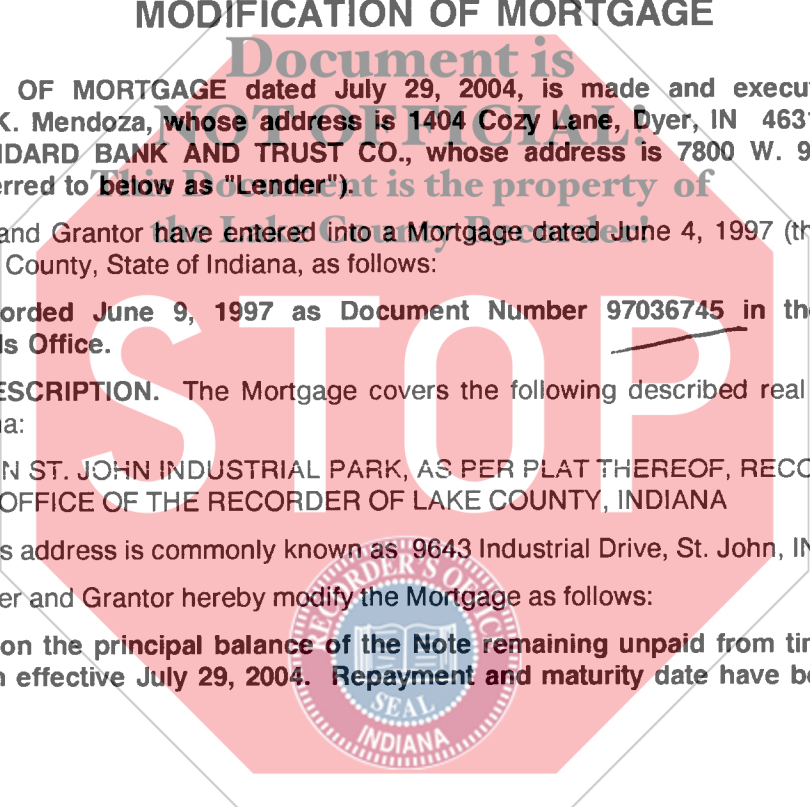
REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Lake County, State of Indiana:

LOTS 3 AND 3-A IN ST. JOHN INDUSTRIAL PARK, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 65 PAGE 19, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 9643 Industrial Drive, St. John, IN 46373.

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

The interest rate on the principal balance of the Note remaining unpaid from time to time is reduced to 5.75%, per annum effective July 29, 2004. Repayment and maturity date have been modified as follows:



Standard Bank
9321 Wecker Ave,
St. John, In. 46373

1677
541418

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 0051598-9001

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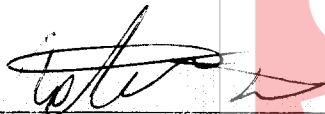
Borrower will pay this loan in 59 regular payments of \$725.88 each and one irregular last payment estimated at \$38,419.42 due July 29, 2009 all as more fully set out in a Change in Terms Agreement of the same date herewith incorporated by this reference and as set forth in the paragraph headed: **Maturity Date Extension and Rate Adjustment.**


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 endorers 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.

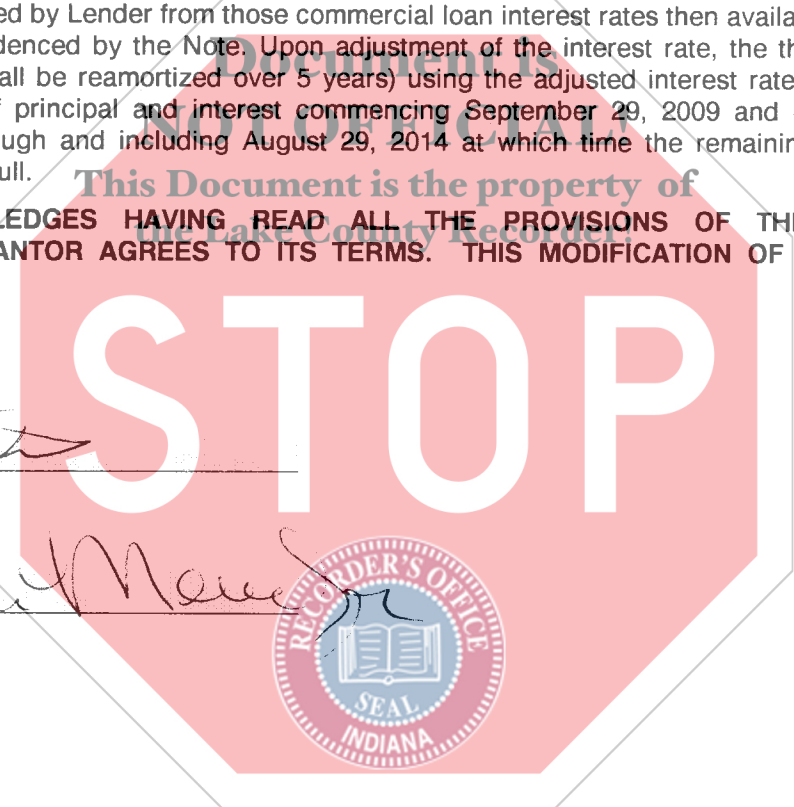
MATURITY DATE EXTENSION AND RATE ADJUSTMENT. Unless Lender has declared Borrower in default hereunder: (a) the final payment will be extended until July 29, 2014 and (b) Borrower will make a regular monthly installment payment of \$725.88 to Lender on July 29, 2009 and (c) effective July 29, 2009 the interest rate payable on the remaining outstanding principal balance of the Note shall be adjusted to equal a then current commercial loan interest rate selected by Lender from those commercial loan interest rates then available from Lender for loans similar to the Loan evidenced by the Note. Upon adjustment of the interest rate, the then outstanding principal balance of the Note shall be reamortized over 5 years) using the adjusted interest rate and shall be payable in monthly installments of principal and interest commencing September 29, 2009 and on the first day of each subsequent month through and including August 29, 2014 at which time the remaining principal balance and interest shall be due in full.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 29, 2004.

GRANTOR:

X 
Robert Mendoza

X 
Linda Mendoza



MODIFICATION OF MORTGAGE
(Continued)

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LENDER:

STANDARD BANK AND TRUST CO.

X William R. Gilson
Authorized Signer

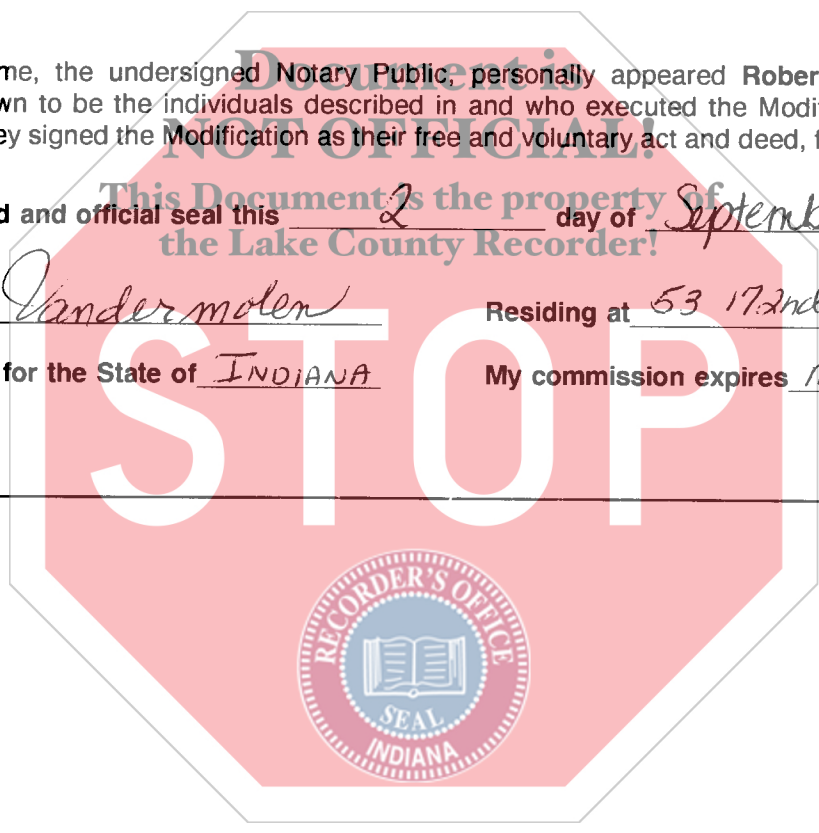
INDIVIDUAL ACKNOWLEDGMENT

STATE OF IN)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **Robert Mendoza and Linda Mendoza**, 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 2 day of September, 2004

By Dandra VanderMolen Residing at 53 17th Place Hammond IN,
Notary Public in and for the State of INDIANA My commission expires MARCH 8 2007



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 0051598-9001

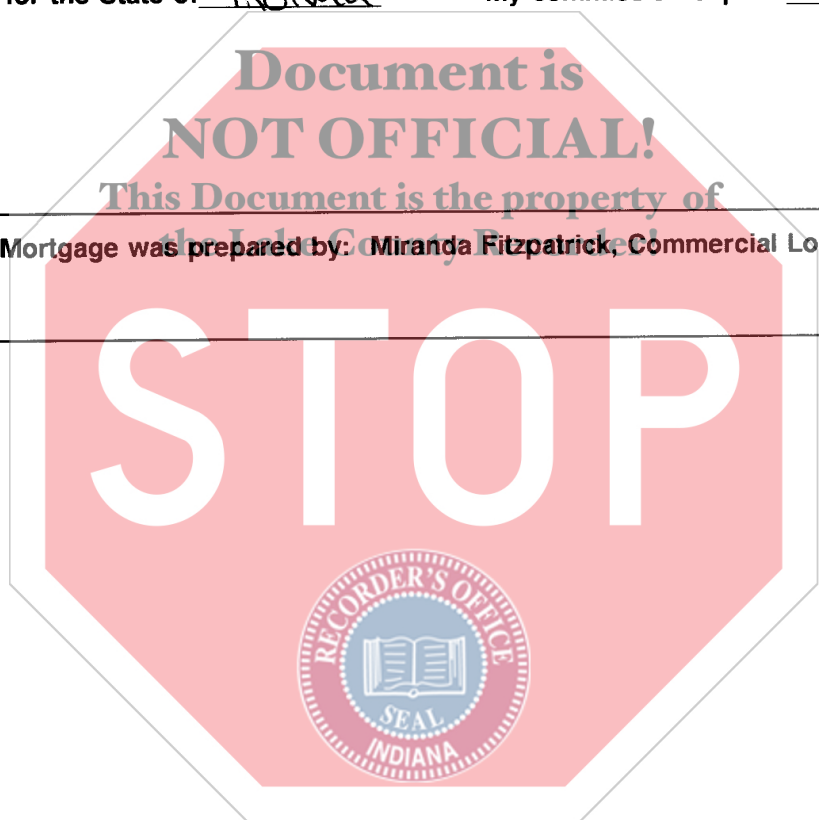
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LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 2 day of September, 20 04, before me, the undersigned Notary Public, personally appeared William A Wilson and known to me to be the Business Development Officer, 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 [Signature] Residing at 9321 Wicker Ave St John IN
Notary Public in and for the State of Indiana My commission expires 11-15-2009



This Modification of Mortgage was prepared by: Miranda Fitzpatrick, Commercial Loan Closer