

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 099691

2004 NOV 24 AM 11:01

MORRIS W. GUNTER  
RECORDER

WHEN RECORDED MAIL TO:  
American Chartered Bank  
4685 Winfield Road  
Warrenville, IL 60555

# 2491LK04

## SECOND MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated November 15, 2004, is made and executed between Peoples Bank SB, not personally but as Trustee on behalf of Peoples Bank SB, under Trust Agreement dated July 10, 2003 and known as Trust Number 10331 (referred to below as "Grantor") and American Chartered Bank, whose address is 4685 Winfield Road, Warrenville, IL 60555 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 21, 2003 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on September 4, 2003 as Document #2003 091824 in the Lake County Recorder's Office, as subsequently modified from time to time.

Said Mortgage was modified pursuant to a Modification of Mortgage dated June 18, 2004 and recorded in Lake County, State of Indiana, as document number 2004 067451:

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

Lot Numbered 7 as shown on the recorded plat of Fountain Park Subdivision, an Addition to the Town of Schererville recorded in Plat Book 90, page 35 in the Office of the Recorder of Lake County, Indiana, Excepting therefrom the Northeastern corner of Lot 7 in Fountain Park as per plat thereof recorded in Plat Book 90, page 35 in the Office of the Recorder of Lake County, Indiana; thence South 00 degrees 16 minutes 21 seconds West (the bearing system of the plat is assumed) 258.00 feet along the Eastern boundary of said Lot 7 thence North 89 degrees 39 minutes 29 seconds West 198.00 feet parallel with the Northern boundary of said Lot 7; thence North 00 degrees 16 minutes 21 seconds East 258.00 feet to the Northern boundary of said Lot 7; thence South 89 degrees 39 minutes 29 seconds East 198.00 feet along the Northern boundary of said Lot 7 to the Point of Beginning.

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MODIFICATION OF MORTGAGE  
{Continued}

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The Real Property or its address is commonly known as 1500 Eagle Ridge Drive, Schererville, IN 46375. The Real Property tax identification number is 13-0112-0005-20- & 13-0112-0015-20

MODIFICATION. NOW, THEREFORE, the Mortgagor, to secure the payment of the Note with interest thereon and any renewals or extensions thereof, the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Mortgagor herein contained, does hereby mortgage, grant and convey to Mortgagee the following described real estate located in the Town of Schererville, County of Lake, State of Indiana: Lender and Grantor hereby modify the Mortgage as follows: (See Exhibit A).

This Modification of Mortgage reflects the following:

A modification of the legal description of the real property as set forth on Exhibit "A" attached hereto. The parties further acknowledge and agree that the Lender issued a partial release of the Mortgage for a portion of the original mortgaged property and hereby retains a Mortgage on the remaining portion of the real property as described in Exhibit A hereto pursuant to this Second Modification of Mortgage.

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 SECOND MODIFICATION OF MORTGAGE IS DATED NOVEMBER 15, 2004.





MODIFICATION OF MORTGAGE  
(Continued)

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LENDER ACKNOWLEDGEMENT

STATE OF Illinois )  
 ) ss  
COUNTY OF DuPage )

On this 17<sup>th</sup> day of November, 2004, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and known to me to be the 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 the he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By [Signature]  
Notary Public in and for the State of IL

Residing at Oak Brook, IL 60523  
My commission expires 3/30/2007



**This Document is the property of  
the Lake County Recorder!**

This Modification of Mortgage was prepared by: Lender



## EXHIBIT A

### Legal Description of Grantor Parcel

Lot 7 in the Resubdivision of Lots 6 and 7 of Fountain Park an Addition to the Town of Schererville, as per plat thereof recorded in Plat Book 93, page 80, in the Office of the Recorder of Lake County, Indiana, excluding therefrom the following parcel:

A part of Lot 7 in the Resubdivision of Lots 6 and 7 of Fountain Park an Addition to the Town of Schererville, as per plat thereof recorded in Plat Book 93, page 80, in the Office of the Recorder of Lake County, Indiana being bounded as follows:

BEGINNING at the southwestern corner of said Lot 7; thence North 00 degrees 29 minutes 02 seconds East (the bearing system of the plat is assumed) 150.00 feet along the western boundary of said Lot 7; thence South 89 degrees 30 minutes 58 seconds East 230.00 feet perpendicular to the western boundary of said Lot 7; thence South 00 degrees 29 minutes 02 seconds West 147.56 feet parallel with the western boundary of said Lot 7 to the southern boundary of said Lot 7 and the northern right-of-way line of Caroline Avenue, said point being on a non-tangent curve concave to the north and being South 07 degrees 22 minutes 12 seconds East 367.00 feet from the radius point of said curve; thence westerly 50.31 feet along the northern right-of-way line of said Caroline Avenue and along said curve to a point being South 00 degrees 29 minutes 02 seconds West 367.00 feet from the radius point of said curve; thence North 88 degrees 38 minutes 07 seconds West 65.05 feet along the northern right-of-way line of said Caroline Avenue; thence North 89 degrees 30 minutes 58 seconds West 114.81 feet along the Northern right-of-way line of said Caroline Avenue to the POINT OF BEGINNING containing 0.792 acres, more or less.





