2004 099691

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2004 NOV 24 AMII: ()

MORRIS W TER

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

2491LKOY

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:

NOT OFFICIAL!

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 South 89 degrees 39 minutes 29 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.



MODIFICATION OF MORTGAGE {Continued}

Loan No: 430990103 Page 2

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)

| Loan No: 43099010 | | | | Page 3 |
|--|---------------------------------|--|--|---------------------|
| GRANTOR: | | | | |
| PEOPLES BANK S8, NOT PER AS TRUST NUMBER 10331 | SONALLY BUT AS TRU | USTEE UNDER TRUST | GAGREEMENT DATED JULY 10, 20 | 003 AND KNOWN |
| PEOPLES BANK SB, I Trustee known as Trust Number 10331 | of Peoples Bank SB, | not personally but a | as Trustee under Trust Agreement dated | d July 10, 2003 and |
| By: | | | | |
| Authorized Signer for l | Peoples Bank SB | | | |
| LENDER: | | | | |
| xAuthorized Signer | DO | ocument | is | |
| | | T ACKNOWLEDG | | |
| / | | ment is the p | | |
| STATE OF | the Lak | e County Re | corder! | |
| COUNTY OF | |) ss | | |
| On this | day of | , 20 | hafara ma sha uu luu' | |
| Notary Public, personally appear | • | , 20 | , before me, the undersigned | |
| and known to me to be (an) authorize o be the free and voluntary act and d | d trustee(s) or agent(s) of the | | Modification of Mortgage and acknowledge documents or, by authority of statute, for the s Modification and in fact executed the Modification and the Modific | |
| Notary Public in and for the State of | | THE STATE OF THE PARTY OF THE P | nmission expires | |
| | | Common System | on orphos | |
| | | | | |

MODIFICATION OF MORTGAGE (Continued)

Loan No: 43099010 Page 4 LENDER ACKNOWLEDGEMENT STATE OF Illineis) ss COUNTY OF DEVELO On this , 2004, before me, the undersigned Notary Public, day of 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. Residing at Oak Brook Notary Public in and for the State of My commission expires 3 JOHN J. CONWAY S ARY PUBLIC, STATE OF ILLINOIS OMMISSION EXPIRES 3/30/200 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.



Exhibit A - Page 1 of 1

Attachment to <u>Second Modification of Mortgage</u> to <u>American Chartered Bank</u> for Land Trust #10331.

This mortgage is executed by Peoples Bank SB, f/k/a Peoples Bank, a Federal Savings Bank not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the mortgage herein and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the note secured by this mortgage shall be construed as creating any liability on Peoples Bank SB f/k/a Peoples Bank, A Federal Savings Bank or on any of the beneficiaries under said trust agreement personally to pay said note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived, and that any recovery on this mortgage and the note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions hereof and of said note, but his waiver shall in no way affect the personal liability of any co-signer, endorser or guarantor of said note. Nothing contained herein will be construed as creating any liability on said Trustee, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law ("RPTL") as amended from time to time or any other federal, state or local law, rule or regulation. Said Trustee, personally is not a "Transferor" or "Transferee" under RPTL and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument. CIL 1S



I, Brianne N. Susko, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Stephan A. Ziemba and Joyce M. Barr of PEOPLES BANK SB, an Indiana Corporation, f/k/a Peoples Bank, A Federal Savings Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President and Trust Officer and Administrative Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of the said Indiana Corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of November, 2004.

My Commission Expires: December 1, 2010

Resident of Porter County

Notary Public Signature Brianne N. Susko

Brianne M. Sucho

Notary Public