

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 001193

2005 JAN -7 AM 9:16

MICHAEL A. BROWN
RECORDER

WHEN RECORDED MAIL TO:
PEOTONE BANK AND TRUST COMPANY
200 W. Corning Avenue
Peotone, IL 60468

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 17, 2004, is made and executed between RENO GONZALEZ and HEATHER GONZALEZ, HUSBAND AND WIFE, whose address is 821 THOMAS STREET, CHICAGO HEIGHTS, IL 60411 (referred to below as "Grantor") and PEOTONE BANK AND TRUST COMPANY, whose address is 200 W. Corning Avenue, Peotone, IL 60468 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 16, 2004 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Construction Mortgage dated January 16, 2004 and recorded in the Recorder's Office of Lake County on February 3, 2004 as Document # 2004-009060, previously modified by document dated July 30, 2004.

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

LOT 12 IN BRAMBLEWOOD, UNIT 1, AN ADDITION TO THE TOWN OF ST. JOHN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 92 PAGE 26, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 9355 JULIA DRIVE, ST. JOHN, IN 46373. The Real Property tax identification number is 12-17-3,4 AND 6

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

297360
16/20

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 586000

Increase of loan amount from \$280,000.00 to \$316,000.00. Interest Rate and Maturity Date will remain unchanged.

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 DECEMBER 17, 2004.

GRANTOR:

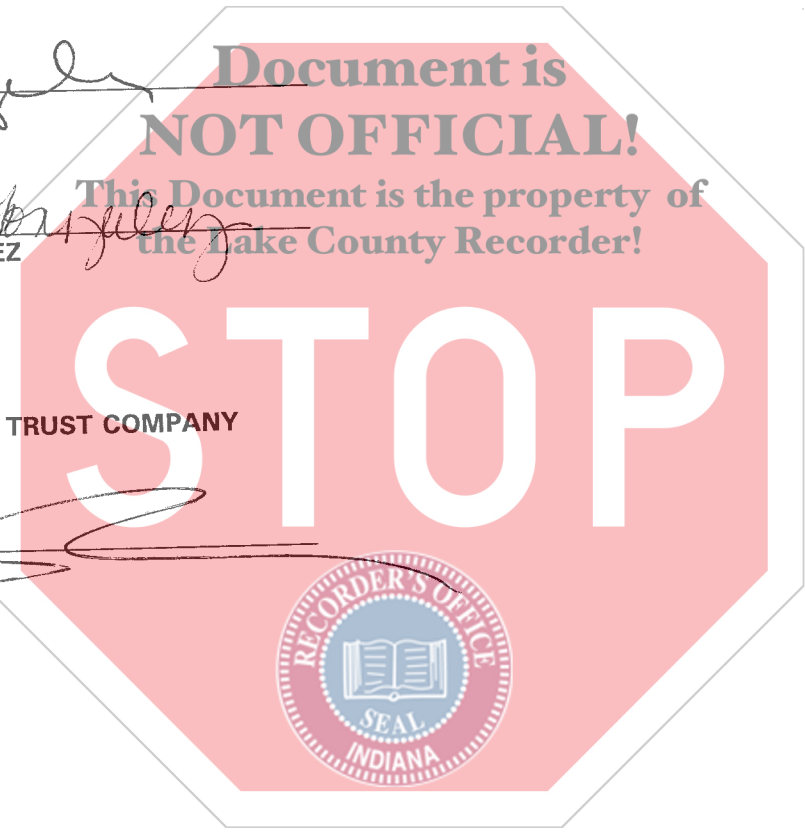
X *Reno Gonzalez*
RENO GONZALEZ

X *Heather Gonzalez*
HEATHER GONZALEZ

LENDER:

PEOTONE BANK AND TRUST COMPANY

X *[Signature]*
Authorized Signer



INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

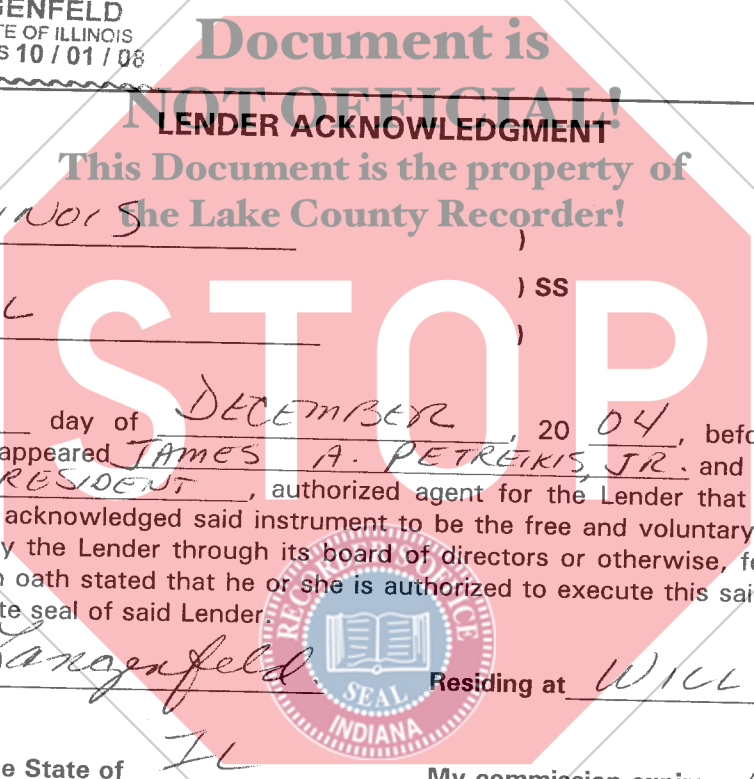
On this day before me, the undersigned Notary Public, personally appeared **RENO GONZALEZ and HEATHER GONZALEZ**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed,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

Given under my hand and official seal this 17th day of DECEMBER, 2004.

By Sheila Langenfeld Residing at WILL CTY, IL

Notary Public in and for the State of IL My commission expires 10-01-08

OFFICIAL SEAL
SHEILA LANGENFELD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 10 / 01 / 08



STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

On this 17th day of DECEMBER, 2004, before me, the undersigned Notary Public, personally appeared JAMES A. PETREIKIS, JR. and known to me to be the ASST. 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 Sheila Langenfeld Residing at WILL CTY, IL

Notary Public in and for the State of IL My commission expires 10-01-08

OFFICIAL SEAL
SHEILA LANGENFELD
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES 10 / 01 / 08

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 586000

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This Modification of Mortgage was prepared by: SHEILA LANGENFELD, LOAN PROCESSOR

