

34

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 003228

2005 JAN 18 PM 12:31

MICHAEL J. DOWD
RECORDER

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
Retail Banking - South Holland
475 E. 162nd Street
South Holland, IL 60473
M.B. SBL

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 7, 2004, is made and executed between Bogdan Balac, whose address is 10232 Idlewild Lane, Highland, IN 46322 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 475 E. 162nd Street, South Holland, IL 60473 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated September 7, 2004 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

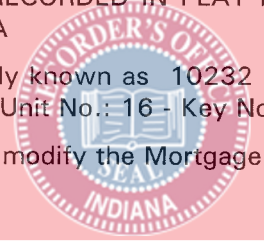
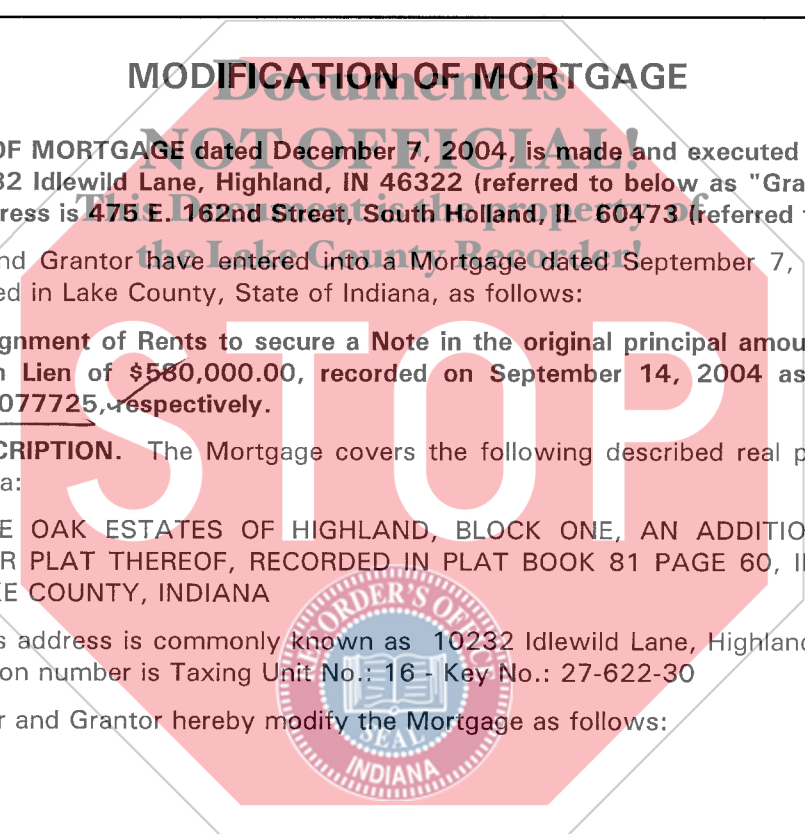
Mortgage and Assignment of Rents to secure a Note in the original principal amount of \$290,000.00 and having a Maximum Lien of \$580,000.00, recorded on September 14, 2004 as Document No's 2004 077724 and 2004 077725, respectively.

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

LOT 30, IN WHITE OAK ESTATES OF HIGHLAND, BLOCK ONE, AN ADDITION TO THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 81 PAGE 60, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 10232 Idlewild Lane, Highland, IN 46322. The Real Property tax identification number is Taxing Unit No.: 16 - Key No.: 27-622-30

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



1600
26947

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 4219910

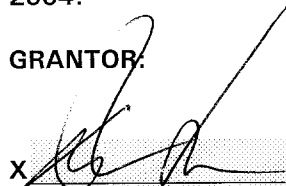
Page 2

The principal amount of Note has been increased to \$360,000.00, effective December 7, 2004 and the Maximum Lien amount of Mortgage shall not exceed \$720,000.00. All other terms and provisions of the related 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 endorser 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.

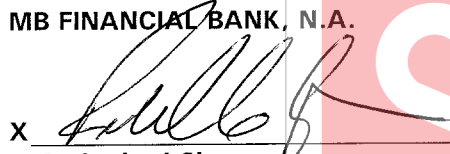
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 7, 2004.

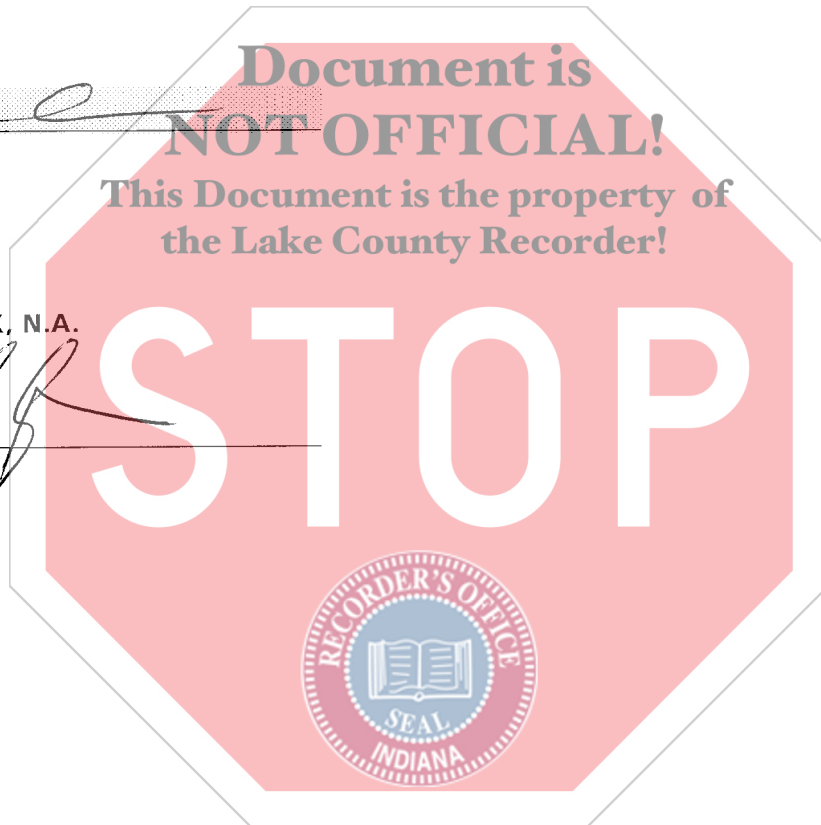
GRANTOR:

X 
Bogdan Balac

LENDER:

MB FINANCIAL BANK, N.A.

X 
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 4219910

INDIVIDUAL ACKNOWLEDGMENT

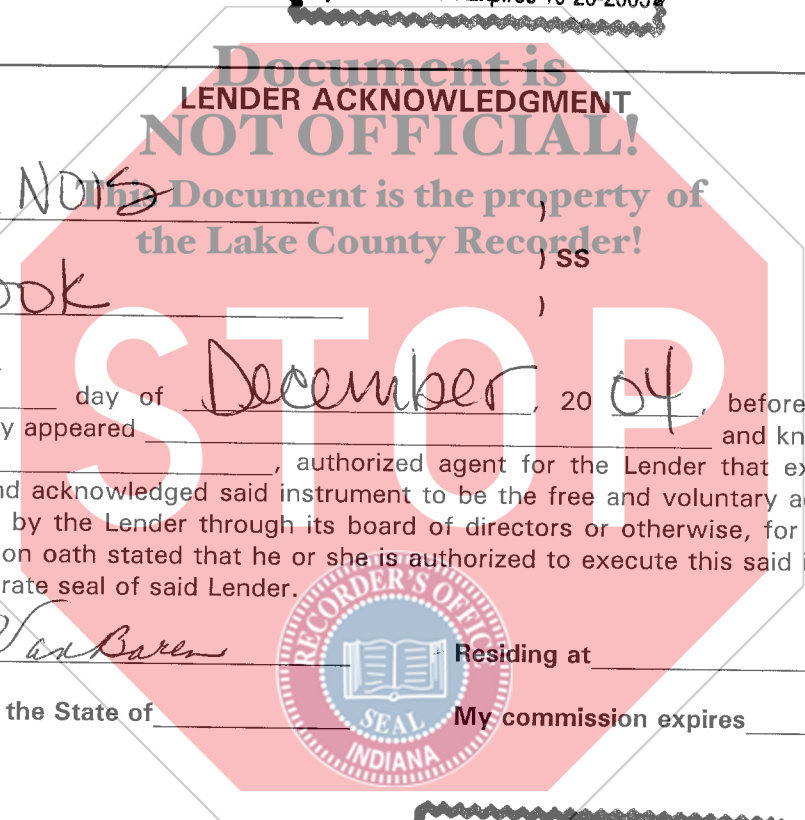
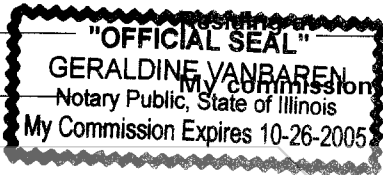
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this day before me, the undersigned Notary Public, personally appeared **Bogdan Balac**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of December, 2004.

By Geraldine VanBaren

Notary Public in and for the State of _____



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 30th day of December, 2004, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____

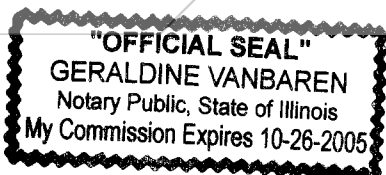
authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Geraldine VanBaren

Residing at _____

Notary Public in and for the State of _____

My commission expires _____



**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 4219910

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This Modification of Mortgage was prepared by: John Sheahan # 13106

