BILLE OF INDIANA LAKE COUNTY FILED FOR RECORD

2005 003573

2005 JAN 19 AN 10: 21





WHEN RECORDED MAIL TO: Royal American Bank 645 Tollgate Road Suite 100 Elgin, IL 60123-9317

7023989-1

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 17, 2004, is made and executed between Georgene Olson, whose address is 130 Emerson Drive, Schaumburg, IL 60194-3935 (referred to below as "Grantor") and Royal American Bank, whose address is 645 Tollgate Road Suite 100, Elgin, IL 60123-9317 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 10, 2004 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on May 6, 2004 in the office of the Recorder/Registrar of Deeds in Lake County, State of Indiana, as document number 2004-037443.

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

(IMPROVEMENT ON LEASE GROUND) PART OF THE EAST 1/2 OF NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 34 NORTH, RANGE 9 WEST, UNRECORDED CEDAR LAKE, BIBLE CONFERENCE, LOTS 4 & 5 & EAST 1/2 OF LOT 3, BLOCK 9 (COTTAGE 35), LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 13704 Laverman #35, Cedar Lake, IN 46303. The Real Property tax identification number is 30-24-0011-0071

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

7 8094 GOMMUNITY TITLE COMPANY FILE NO

· ZP

# MODIFICATION OF MORTGAGE (Continued)

Loan No: 7023989-1

Page 2

This Modification of Mortgage reflects: (1) that the mortgage now secures a Promissory Note dated August 17, 2004 in the principal amount of \$150,000.00, with a variable rate of interest 1.00 percentage points over "index" (Royal American Bank as the "index") resulting an initial rate of 5.50% per annum. Specifically, this Mortgage secures a revolving line of credit in the amount of \$150,000.00 and shall secure not only the amount which Lender has presently advanced to Borrower under the Note, but also future amounts which Lender may advanced to Borrower under the Note within 20 years from the date of the Mortgage to the same extent as if such future advances to Borrower so long as Borrower complies with all the terms of the Note and Related Documents. At no time shall the principal amount of the Indebtedness secured by the Mortgage not including sums advanced to protect the security of the Mortgage, exceed the amount of \$150,000.00 together will all renewals of, extensions of, modifications of, refinancing of, consolidations of and substitutions for the Promissory Note. (2) The maximum lien of the mortgage is hereby increased to \$150,000.00.

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 AUGUST 17, 2004.

GRANTOR:

Georgene Olso

LENDER:

**ROYAL AMERICAN BANK** 

**Authorized Signer** 

## MODIFICATION OF MORTGAGE (Continued)

Loan No: 7023989-1 (Continued) Page 3

STATE OF	N.	Official Seal
	) SS	Amanda Brazeau Notary Public State of Illinois My Commission Expires 04/22/08
COUNTY OF KANE	)	
On this day before me, the undersigned Notary Public, be the individual described in and who executed the Mshe signed the Modification as his or her free and volumentioned.	Modification of Mortgag	e, and acknowledged that he o
Given under my hand and official seal this	day of	uzust , 20 04.
By amondo Bragan	Residing at <u></u>	Dunde Il 60118
Notary Public in and for the State of <u>Ilimis</u>	My commission ex	pires 4/22 08
Docum	nent is	
This Document is the Lake Coun		f
COUNTY OF LANE	) ss )	
On this day of	SCHAFFER  ed agent for the Lende	_, before me, the undersigne and known to me to be the _er that executed the within an
foregoing instrument and acknowledged said instrument Lender, duly authorized by the Lender through its boar therein mentioned, and on oath stated that he or she is seal affixed is the corporate seal of said Lender.  By Monda Notary Public in and for the State of Thirds	d of directors or other	wise, for the uses and purpose this said instrument and that the

Official Seel
Amande Brazeau
Notary Public State of Illinois
My Commission Expires 04/22/08

Loan No: 7023989-1

This Modification of Mortgage was prepared by: Kelly Phillips , Loan Operation Assistant



### **RECORDING PAGE**

# Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!

ASER PRO Lending, Ver. 5.24.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2004. All Rights Reserved. - IN/IL F:\WAPPS32\CFI\LPL\G201.FC TR-2858 PR