

7

STATE OF INDIANA  
LAKE COUNTY  
PUBLIC RECORDS

2005 110111

2005 DEC 15 AM 11:35

MICHAEL A. DROWN  
RECORDER

**RECORDATION REQUESTED BY:**

State Farm Bank, F.S.B.  
Bank Loan Center  
One State Farm Plaza  
Bloomington, IL 61710

**WHEN RECORDED MAIL TO:**

~~State Farm Bank, F.S.B.  
PO Box 5061  
Madison, WI 53705-0061~~

**SEND TAX NOTICES TO:**

THE RIA M. TRUFANT REVOCABLE LIVING  
TRUST DATED 11-12-1996  
RIA M. TRUFANT  
934 MUIRFIELD CT  
SCHERERVILLE, IN 46375

Return to:

DRI Title & Escrow  
11128 John Galt Blvd, Ste 300  
Omaha, NE 68137

DRI 483712

**MODIFICATION OF MORTGAGE**

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

THIS MODIFICATION OF MORTGAGE dated November 23, 2005, is made and executed between RIA M. TRUFANT, not personally but as Trustee on behalf of THE RIA M. TRUFANT REVOCABLE LIVING TRUST DATED 11-12-1996; and RIA M. TRUFANT; a Single Person (referred to below as "Grantor") and State Farm Bank, F.S.B., whose address is One State Farm Plaza, Bloomington, IL 61710 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 2, 2002 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

**RECORDED ON 08-28-2002 IN INSTRUMENT # 2002076926 IN LAKE COUNTY RECORDS.**

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

THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, INDIANA: APARTMENT NO. 934, MORNINGSIDE CONDOMINIUMS, PHASE I, A HORIZONTAL PROPERTY REGIME, CREATED BY A DECLARATION OF CONDOMINIUM RECORDED JULY 16, 1990 AS DOCUMENT NO. 111829, AND AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 66, PAGE 59, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES APPERTAINING THERETO. SCHEDULE "A" SUBJECT TO RESTRICTIONS, RESERVATIONS,

ck# 50727  
ck# 50543  
25 40  
AS

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 8521482024

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EASEMENT, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

The Real Property or its address is commonly known as 934 MUIRFIELD CT, SCHERERVILLE, IN 46375. The Real Property tax identification number is 20-13-0470-0007.

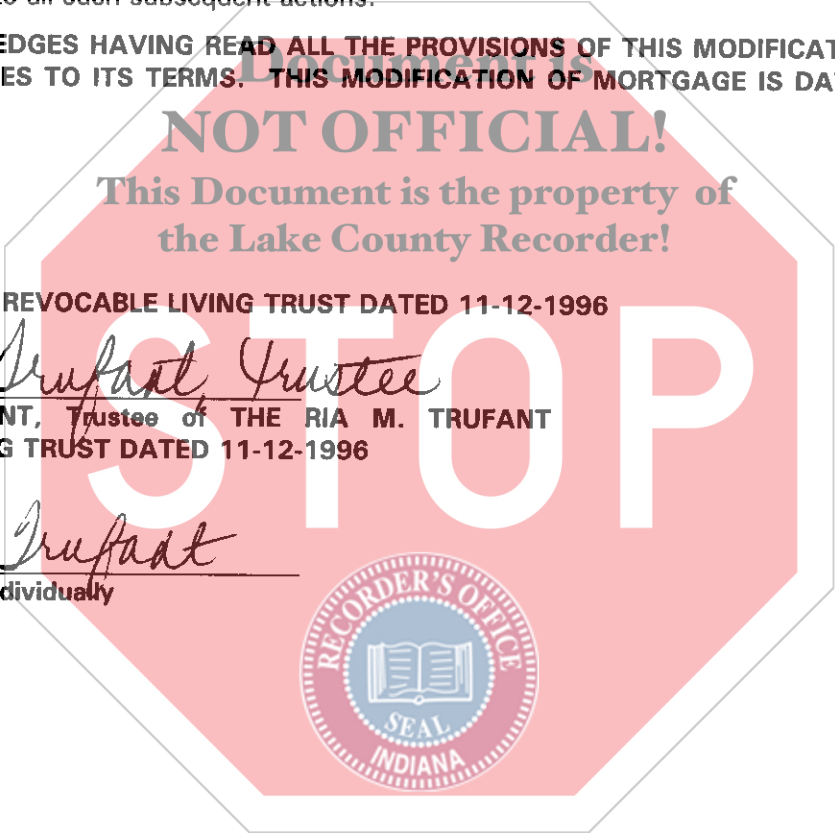
**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**PRINCIPAL INCREASE OF \$98,000.00. The lien of this Mortgage shall not exceed at any one time \$ 114,500.00. THE MATURITY DATE OF THIS MORTGAGE WILL BE 12-30-2012.**

**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 NOVEMBER 23, 2005.**

**GRANTOR:**



**THE RIA M. TRUFANT REVOCABLE LIVING TRUST DATED 11-12-1996**

By: Ria M. Trufant, Trustee  
RIA M. TRUFANT, Trustee of THE RIA M. TRUFANT  
REVOCABLE LIVING TRUST DATED 11-12-1996

x Ria M. Trufant  
RIA M. TRUFANT, Individually

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 8521482024

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LENDER:

STATE FARM BANK, F.S.B.

x Steven W. Hahn  
Authorized Signer  
STEVEN W. HAHN  
HOME EQUITY MANAGER

TRUST ACKNOWLEDGMENT

STATE OF INDIANA

)

) SS

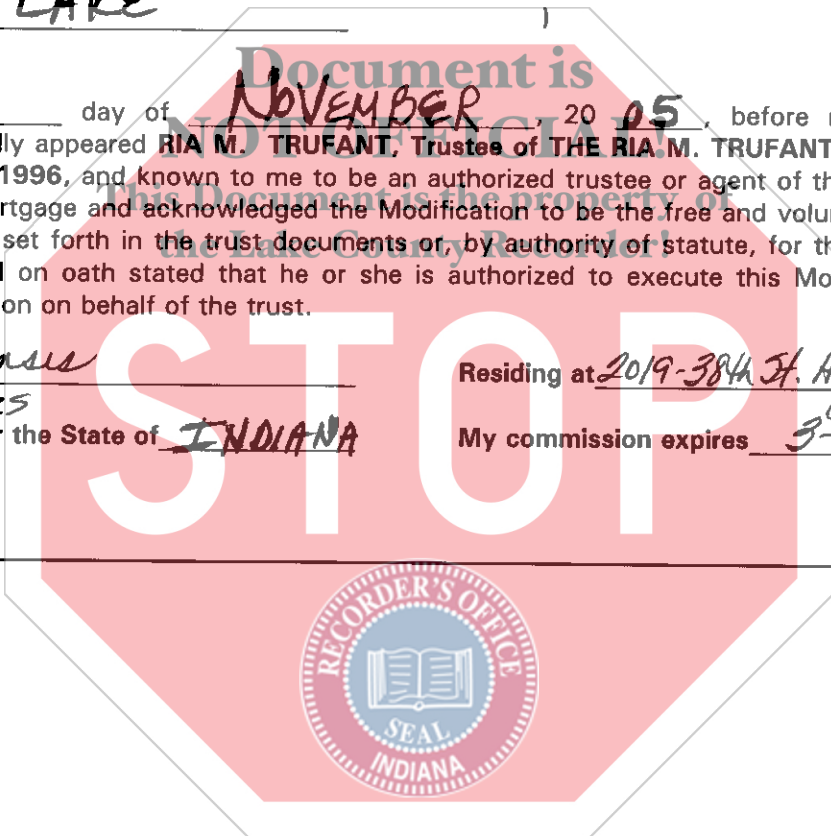
COUNTY OF LAKE

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On this 23 day of NOVEMBER, 2005, before me, the undersigned Notary Public, personally appeared RIA M. TRUFANT, Trustee of THE RIA M. TRUFANT REVOCABLE LIVING TRUST DATED 11-12-1996, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By Mandy Tanses  
Mandy Tanses  
Notary Public in and for the State of INDIANA

Residing at 2019-38th St. Highland, IN 46322  
My commission expires 3-11-2013



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 8521482024

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS  
COUNTY OF Lake )

On this day before me, the undersigned Notary Public, personally appeared **RIA M. TRUFANT, a Single Person**, 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 23 day of NOVEMBER, 20 05.

By Mandy Tanses Residing at 2019-38th St. Highland, IN 46322  
Notary Public in and for the State of INDIANA My commission expires 3-11-2013

Document is  
NOT OFFICIAL!  
LENDER ACKNOWLEDGMENT!

This Document is the property of  
the Lake County Recorder

STATE OF Missouri )  
 ) SS  
COUNTY OF St Louis )



JODI L. WOHLDMANN  
St. Louis County  
My Commission Expires  
June 26, 2008

On this 30 day of November, 20 05, before me, the undersigned Notary Public, personally appeared Stew W. Hahn and known to me to be the Home Equity Manager, 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 Jodi L. Wohldmann Residing at St Louis County  
Notary Public in and for the State of Missouri My commission expires June 26, 2008  
Jodi L. Wohldmann



**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 8521482024

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**This Modification of Mortgage was prepared by: ANNA CORNETT, HOME EQUITY REP**

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# TRUST CERTIFICATE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$114,500.00	11-23-2005	11-23-2012	8521482024	01C1 / R5		01035	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.  
Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** RIA M. TRUFANT  
934 MUIRFIELD CT  
SCHERERVILLE, IN 46375

**Lender:** State Farm Bank, F.S.B.  
Bank Loan Center  
One State Farm Plaza  
Bloomington, IL 61710

**Trust:** THE RIA M. TRUFANT REVOCABLE LIVING TRUST  
DATED 11-12-1996  
934 MUIRFIELD CT  
SCHERERVILLE, IN 46375

**I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:**

**THE TRUST.** THE RIA M. TRUFANT REVOCABLE LIVING TRUST DATED 11-12-1996 ("Trust") was created pursuant to a trust agreement.

**TRUSTEES.** The following named person has been duly appointed as Trustee of THE RIA M. TRUFANT REVOCABLE LIVING TRUST DATED 11-12-1996:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
RIA M. TRUFANT	Trustee of THE RIA M. TRUFANT REVOCABLE LIVING TRUST DATED 11-12-1996	Y    X	

**ACCEPTANCE AS TRUSTEE.** The person named above has accepted his or her appointment as Trustee and is duly acting as Trustees of Trust.

**ACTIONS AUTHORIZED.** The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind Trust. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of Trust:

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to Trust or in which Trust now or hereafter may have an interest, including without limitation all of Trust's real property and all of Trust's personal property (tangible or intangible), as security for the payment of any loans, any promissory notes, or any other or further indebtedness of RIA M. TRUFANT to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered. The provisions of this Certificate authorizing or relating to the pledge, mortgage, transfer, endorsement, hypothecation, granting of a security interest in, or in any way encumbering, the assets of Trust shall include, without limitation, doing so in order to lend collateral security for the indebtedness, now or hereafter existing, and of any nature whatsoever, of RIA M. TRUFANT to Lender. The Trustee has considered the value to Trust of lending collateral in support of such indebtedness, and the Trustee represents to Lender that Trust is benefited by doing so.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to Trust or in which Trust may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to Trust's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

**Further Acts.** To do and perform such other acts and things and to execute and deliver such other documents and agreements as the Trustee may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

**NOTICES TO LENDER.** The Trustee will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in Trust's name; (B) change in Trust's assumed business name(s); (C) change in the Trustees of the Trust; (D) change in the authorized signer(s); (E) change in Trust's state of organization; (F) conversion of Trust to a new or different type of business entity; or (G) change in any other aspect of Trust that directly or indirectly relates to any agreements between Trust and Lender. No change in Trust's name or state of organization will take effect until after Lender has received notice.

**FURTHER TRUST CERTIFICATIONS.** The person named above is duly appointed and acting Trustee of Trust and is duly authorized to act on behalf of Trust in the manner described above; I am familiar with the purpose of the Indebtedness; the Indebtedness proceeds are to be used for a legitimate trust purpose and for the benefit of the Trust and its beneficiaries.

**CONTINUING VALIDITY.** This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of Trust's agreements or commitments in effect at the time notice is given.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Certificate, and I personally and on behalf of Trust certify that all statements and representations made in this Certificate are true and correct. This Trust Certificate is dated November 17, 2005.

CERTIFIED TO AND ATTESTED BY:

x *Ria M. Trufant, Trustee*  
RIA M. TRUFANT, Trustee of THE RIA M. TRUFANT  
REVOCABLE LIVING TRUST DATED 11-12-1996

