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MICHAEL A. BROWN  
RECORDER

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**MODIFICATION OF MORTGAGE**

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is June 1, 2006. The parties and their addresses are:

**MORTGAGOR:**

**MARTIN J. SERWINSKI**  
14595 98th Avenue  
Dyer, Indiana 46311

**MARY BETH SERWINSKI**  
Spouse of Martin J. Serwinski  
14595 98th Avenue  
Dyer, Indiana 46311

**LENDER:**

**LAKESIDE BANK**  
Organized and existing under the laws of Illinois  
55 W. WACKER DRIVE  
CHICAGO, Illinois 60601

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated May 21, 2001 and recorded on May 29, 2001 (Security Instrument). The Security Instrument was recorded in the records of Lake County, Indiana at the Recorder of Deeds as Document number 2001040642 and covered the following described Property:

LOTS 22 AND 24, COUNTRY WOODS ESTATE, AS SHOWN IN PLAT BOOK 77, PAGE 21, IN LAKE COUNTY, INDIANA.

The property is located in Lake County at 14595 West 98th Avenue, Dyer, Indiana 46311.

Martin J. Serwinski  
Indiana Real Estate Modification  
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**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 6040249-03, dated May 21, 2001, from Mortgagor to Lender, with a loan amount of \$114,500.00, with an initial interest rate of 8.0 percent per year (this is a variable interest rate and may change as the promissory note prescribes) and maturing on June 1, 2007. One or more of the debts secured by this Security Instrument contains a future advance provision.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

  
Martin J. Serwinski  
Individually

  
Mary Beth Serwinski  
Individually

**LENDER:**

LAKESIDE BANK

By \_\_\_\_\_  
Stan J. Bochnowski, Executive Vice President



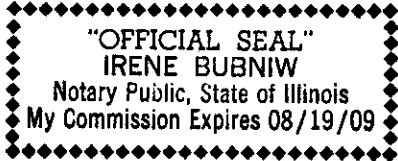
**ACKNOWLEDGMENT.**

(Individual)

STATE OF ILLINOIS, County OF Cook ss.

Before me, \_\_\_\_\_, a Notary Public this 20 day of July, 2006, Martin J. Serwinski, acknowledged the execution of the annexed instrument.

My commission expires:



(Notary Public)  
Irene Bubniw  
(Notary's County)  
Cook



Martin J. Serwinski  
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(Individual)

STATE OF Illinois, County OF COOK ss.

Before me, \_\_\_\_\_, a Notary Public this 20 day of July, 2006, Mary Beth Serwinski, spouse of Martin J. Serwinski, acknowledged the execution of the annexed instrument.

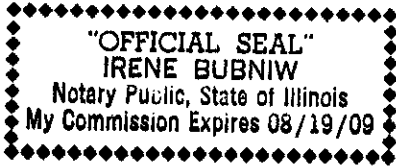
My commission expires:

(Notary Public)

Irene Bubniw

(Notary's County)

COOK



**(Lender Acknowledgment)**

\_\_\_\_\_ OF \_\_\_\_\_, \_\_\_\_\_ OF \_\_\_\_\_ ss.

Before me, \_\_\_\_\_, a Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Stan J. Bochnowski -- Executive Vice President of LAKESIDE BANK, a corporation, acknowledged the execution of the annexed instrument of the corporation.

My commission expires: \_\_\_\_\_ (Notary Public)

\_\_\_\_\_  
(Notary's County)



This instrument was prepared by Loan Operations, Lakeside Bank, 1055 W. Roosevelt Road, Chicago, Illinois 60608-1559

Martin J. Serwinski  
Indiana Real Estate Modification  
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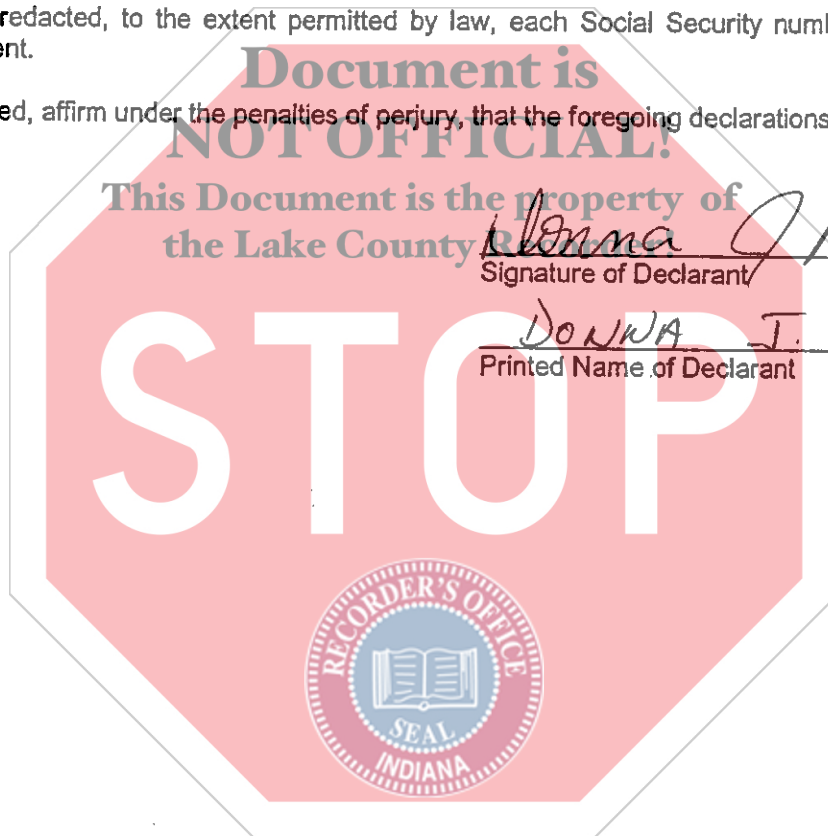
Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



*Donna J. Reinke*  
Signature of Declarant

          DONNA J. REINKE            
Printed Name of Declarant