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2006 111286

STATE OF INDIANA  
LAKE COUNTY  
FILED

NOV 27 2006

MICHAEL A. BROWN  
RECORDER

**WHEN RECORDED MAIL TO:**

Harris N.A./BLST  
Attn: Collateral Management  
P.O. Box 2880  
Chicago, IL 60690-2880

**Document is NOT OFFICIAL!**  
**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated November 27, 2006, is made and executed between Judith Root, a/k/a Judith Root-Stiles, a married woman, whose address is 29 Diana Road, Ogden Dunes, IN 46368 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 16, 2003 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on October 23, 2003 as Document #2003113863 in the Lake County Recorder's Office, as may be subsequently modified from time to time.

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

A PARCEL OF LAND BEING PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 255.0 FEET SOUTH, 89 DEGREES 51 MINUTES 00 SECONDS EAST OF THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE ABOVE SAID SECTION; THENCE CONTINUING SOUTH 89 DEGREES 51 MINUTES 00 SECONDS EAST A DISTANCE OF 65.0 FEET; THENCE NORTH 0 DEGREES 10 MINUTES 00 SECONDS EAST A

② 920069481

**TICOR TITLE INSURANCE**

TICOR DE

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TICOR  
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**MODIFICATION OF MORTGAGE  
(Continued)**

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DISTANCE OF 530.13 FEET TO THE SOUTH LINE OF CRESTVIEW ESTATES, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 30 PAGE 67, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, THENCE NORTH 89 DEGREES 49 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 320.00 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 00 SECONDS WEST A DISTANCE OF 350.31 FEET TO A POINT WHICH IS 180 FEET NORTH OF THE SOUTH LINE OF SAID 1/4 1/4 SECTION; THENCE SOUTH 89 DEGREES 51 MINUTES 00 SECONDS EAST, ALONG A LINE WHICH IS 180 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID 1/4 1/4 SECTION A DISTANCE OF 255.00 FEET; THENCE SOUTH 0 DEGREES 10 MINUTES 00 SECONDS WEST A DISTANCE OF 180 FEET, WHICH IS THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 918-950 S. Court St., Crown Point, IN 46307. The Real Property tax identification number is 23-09-370-15.

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

**This Modification of Mortgage reflects the following:** (1) that the above referenced Mortgage now secures a Promissory Note dated November 27, 2006 in the original principal amount of \$125,000.00 to Lender bearing a fixed interest rate, a Promissory Note dated November 27, 2006 in the original principal amount of \$29,275.78 to Lender bearing a fixed interest rate, and a Promissory Note dated April 1, 2006 in the original principal amount of \$651,001.80 to Lender bearing a fixed interest rate, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$794,008.81; (3) to amend the name of Lender to read as follows: **Harris N.A., as Successor by Merger with Mercantile National Bank of Indiana, its successors and/or assigns;** and (4) that the following is hereby added to said mortgage:

**DUE ON SALE.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Illinois law.

**FUTURE ADVANCES.** In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future obligations and advances which Lender may make to Borrower, together with all interest thereon, whether such future obligations and advances arise out of the Note, this Mortgage or otherwise. This Mortgage also secures all modifications, extensions, and renewals of the Note, the Mortgage, or any other amounts expended by Lender on Borrower's behalf as provided for in this Mortgage.

**REVOLVING LINE OF CREDIT.** Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents.

**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

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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 27, 2006.**

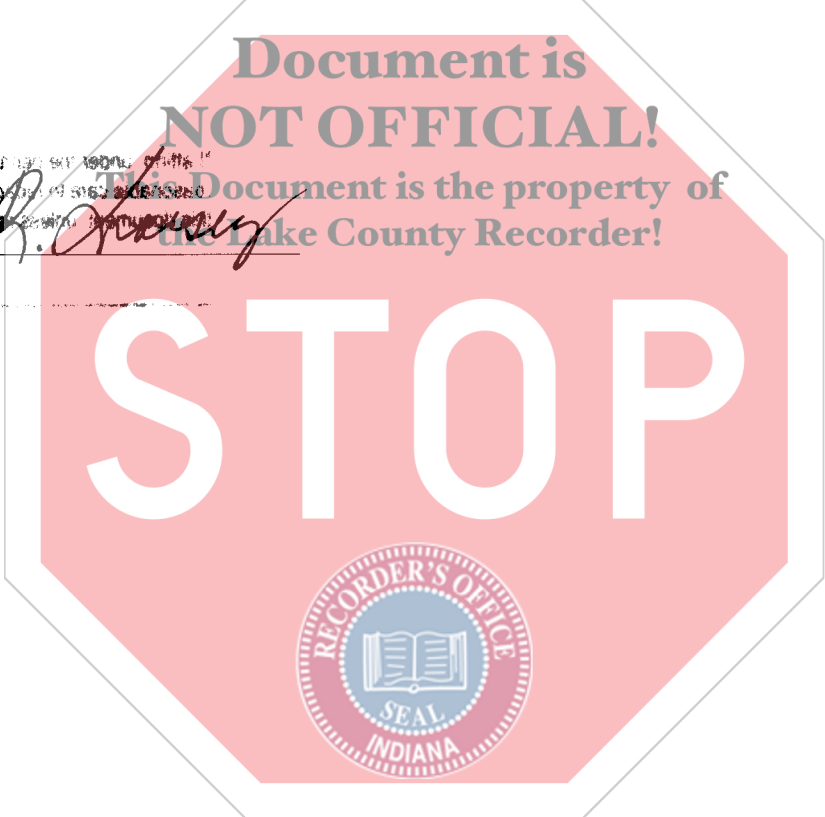
**GRANTOR:**

x *Judith Root Stiles*  
Judith Root-Stiles

**LENDER:**

**HARRIS N.A.**

Notary Public for the State of Indiana, Commission Expires 12/31/2006  
x *Spencer R. Anthony*  
Authorized Signer



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(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )  
 ) SS  
COUNTY OF PORTER )

On this day before me, the undersigned Notary Public, personally appeared **Judith Root-Stiles**, 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 28<sup>th</sup> day of NOVEMBER, 2009.

By John P. Stiles Residing at 2701 ANA RD. OGBEN DUNES, IN-

Notary Public in and for the State of INDIANA My commission expires AUGUST 25, 2009

Document is  
LENDER ACKNOWLEDGMENT!

**STOP**  
This Document is the property of the Lake County Recorder!  
"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." Sandra Peyovich

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )

On this 28<sup>th</sup> day of November, 2006, before me, the undersigned Notary Public, personally appeared Trina R. Dorsey and known to me to be the Officer, 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 [Signature] Residing at Lake  
Notary Public in and for the State of Indiana My commission expires June 27, 2010

