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2007 032381

FILED  
MAR 20 2007  
LAKE COUNTY RECORDER'S OFFICE  
GARY, IN

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

620071312 m

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**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated March 19, 2007, is made and executed between Abel Dafiaghor and Sandra Dafiaghor, husband and wife, whose address is 10321 St. James Place, Munster, IN, 46321 (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 April 17, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

**Recorded on May 26, 2006, as Document #2006 045030 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:

LOT 30, AND THE NORTH 22 1/2 FEET OF LOT 29, IN BLOCK 4, IN FOREST PARK ADDITION, IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 20 PAGE 46, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 4042 Johnson Street, Gary, IN 46408. The Real Property tax identification number is 25-43-20-29.

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**MODIFICATION OF MORTGAGE  
(Continued)**

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**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 March 19, 2007, in the original principal amount of \$15,000.00 to Lender bearing a variable interest rate based upon an index 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 \$15,000.00; and (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**

This Modification of Mortgage reflects that the maturity date referenced in the Mortgage is hereby amended to remain continuous and without interruption

The following paragraphs are hereby added to the 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.

**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.

**Waiver of Right of Redemption**

**NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601 (B) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY**

**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 OF MORTGAGE  
(Continued)

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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 MARCH 19, 2007.

GRANTOR:

X [Signature]  
Abel Dafiaghor

X [Signature]  
Sandra Dafiaghor

LENDER:

HARRIS N.A.

X [Signature]  
Authorized Signer

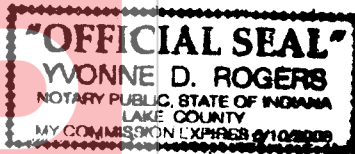
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This Document is the property of  
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake

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On this day before me, the undersigned Notary Public, personally appeared **Abel Dafiaghor**, 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 19th day of March, 20 07.

By [Signature] Residing at Lake

Notary Public in and for the State of Indiana My commission expires 6/10/2008

MODIFICATION OF MORTGAGE  
(Continued)

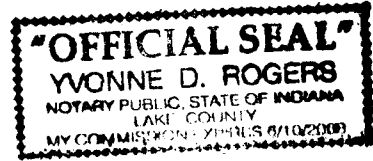
Loan No: 20047001

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana

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COUNTY OF Lake

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On this day before me, the undersigned Notary Public, personally appeared **Sandra Dafiaghor**, 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 19th day of March, 20 07.

By [Signature]

Residing at Lake

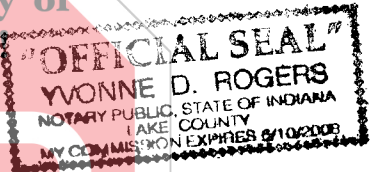
Notary Public in and for the State of Indiana

My commission expires 6/10/2008

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LENDER ACKNOWLEDGMENT.  
This Document is the property of  
the Lake County Recorder

STATE OF Indiana

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COUNTY OF Porter

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On this 19th day of March, 20 07, before me, the undersigned Notary Public, personally appeared Shawn R. Wagoner and known to me to be the Vice President, 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 6/10/2008

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 (Charette B. Go, Documentation Specialist).

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(Continued)**

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**This Modification of Mortgage was prepared by: Charette B. Go, Documentation Specialist**

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