

2007 025206

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2007 MAR 27 AM 10:49
MICHAEL A. BROWN
RECORDER

RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
HIGHLAND GROVE
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

2007 041117

WHEN RECORDED MAIL TO:
First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502

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2007 6041004
PLEASE RERECORD FOR NOTARY

STATE
LAKE
FILED
2007 MAR 21
RECORDER

Document is
NOT OFFICIAL
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 14, 2007, is made and executed between JAMES E. DEDELOW A/K/A JAMES DEDELOW and ALEXIS V. DEDELOW A/K/A ALEXIS VAZQUEZ DEDELOW, HUSBAND AND WIFE, whose address is 8337 LINDEN AVENUE, MUNSTER, IN 46321 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

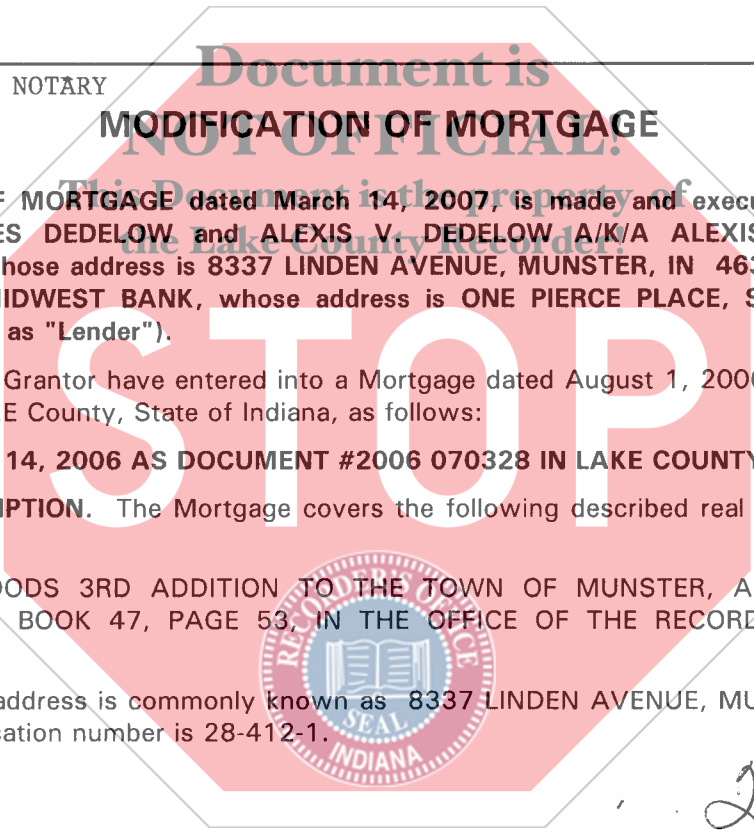
MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 1, 2006 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

RECORDED AUGUST 14, 2006 AS DOCUMENT #2006 070328 IN LAKE COUNTY INDIANA.

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

LOT 1, LINDEN WOODS 3RD ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 47, PAGE 53, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 8337 LINDEN AVENUE, MUNSTER, IN 46321. The Real Property tax identification number is 28-412-1.



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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 54222

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

To delete the definition of "Note" therein its entirety and place in lieu thereof the following: "Note. The word "Note" means the promissory note or credit agreement dated March 14, 2007, in the original principal amount of \$850,000.00, from Borrower to Lender together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or credit agreement. The Interest rate on the Note is a variable rate based upon an Index. **NOTICE:** Under no circumstances shall the interest rate on this Mortgage be more than the maximum rate allowed by applicable law. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE."**

To delete the paragraph entitled "MAXIMUM LIEN" therein its entirety and place in lieu thereof the following: "MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$2,550,000.00."

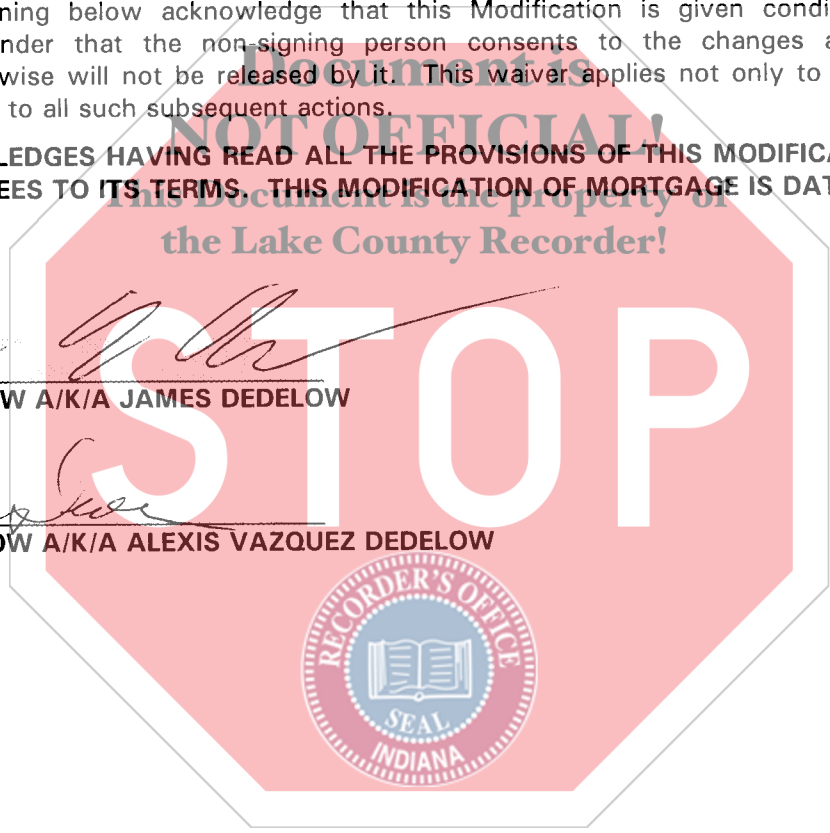
CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right 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 MARCH 14, 2007.

GRANTOR:

X  
JAMES E. DEDELOW A/K/A JAMES DEDELOW

X 
ALEXIS V. DEDELOW A/K/A ALEXIS VAZQUEZ DEDELOW



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 54222

LENDER:

FIRST MIDWEST BANK

X *[Signature]*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA

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) SS

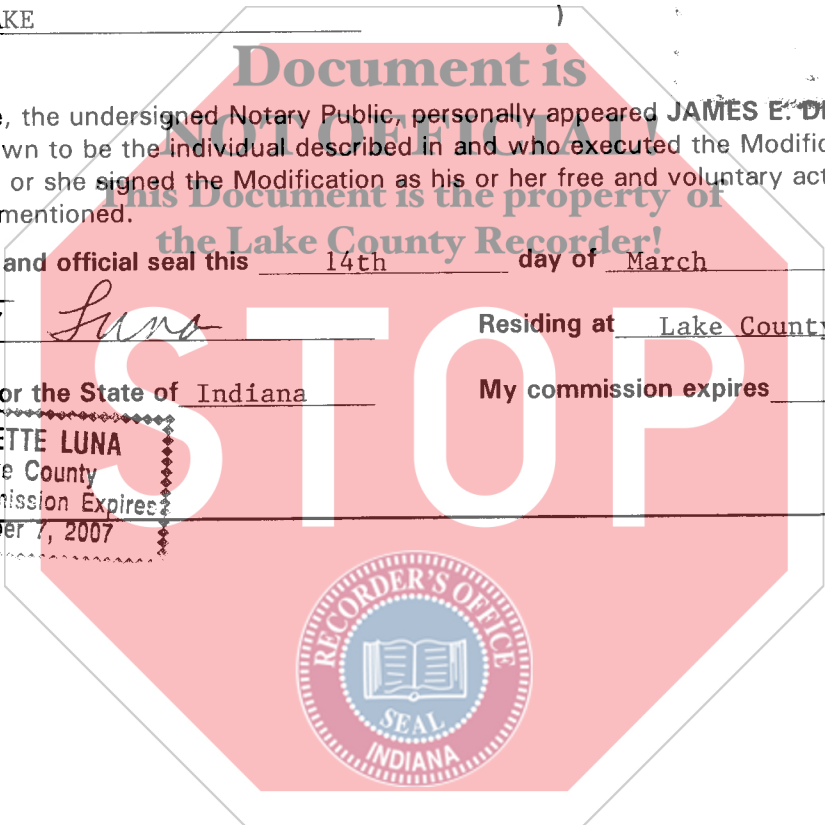
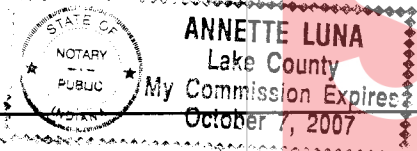
COUNTY OF LAKE

On this day before me, the undersigned Notary Public, personally appeared **JAMES E. DEDELOW A/K/A JAMES DEDELOW**, 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 14th day of March, 2007.

By *Annette Luna* Residing at Lake County, Indiana

Notary Public in and for the State of Indiana My commission expires 10/07/07



MODIFICATION OF MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

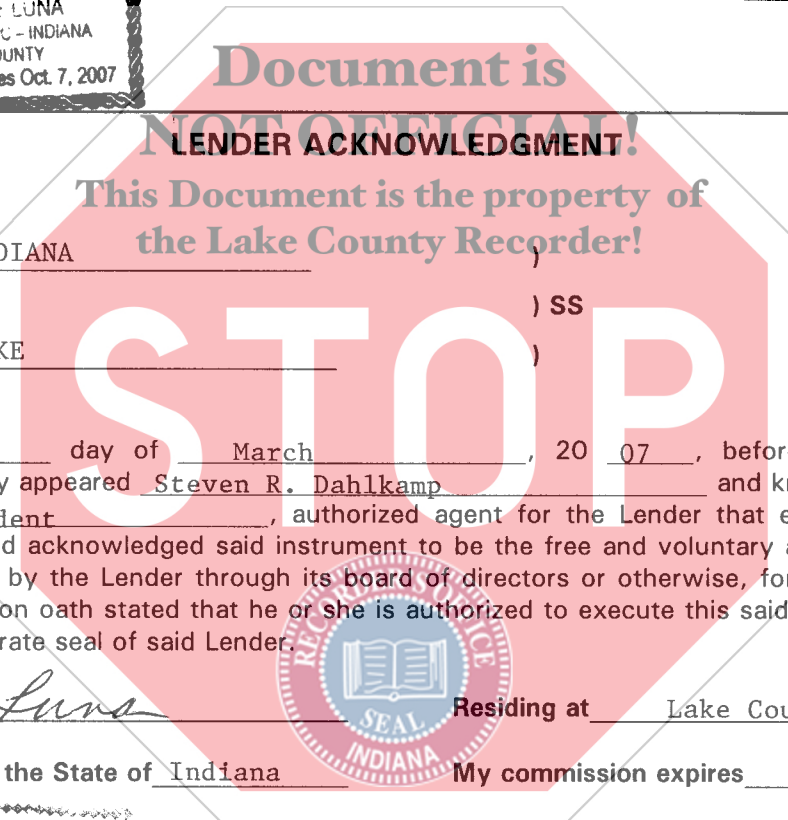
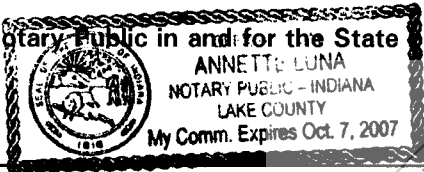
STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this day before me, the undersigned Notary Public, personally appeared **ALEXIS V. DEDELOW A/K/A ALEXIS VAZQUEZ DEDELOW**, 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 14th day of March, 2007.

By Annette Luna Residing at Lake County, Indiana

Notary Public in and for the State of Indiana My commission expires 10/07/07

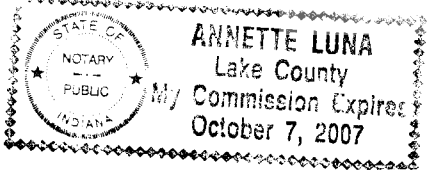


STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 14th day of March, 2007, before me, the undersigned Notary Public, personally appeared Steven R. Dahlkamp and known to me to be the Senior 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 Annette Luna Residing at Lake County, Indiana

Notary Public in and for the State of Indiana My commission expires 10/07/07



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 ().

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 54222

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Connie Norman

This Modification of Mortgage was prepared by: First Midwest Bank



RECORDING PAGE

