

2007 041121

2007 APR 11 10:50 AM
LAKE COUNTY RECORDER'S OFFICE

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

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



3009 024414

Document is

NOT OFFICIAL!
MODIFICATION OF MORTGAGE

This Document is the property of
the Lake County Recorder

THIS MODIFICATION OF MORTGAGE dated March 22, 2007, is made and executed between DONALD H. TOMASZEWSKI and BARBARA M. TOMASZEWSKI, HUSBAND AND WIFE, JOINT TENANTS, whose address is 7243 LINDBERG AVENUE, HAMMOND, IN 46323 (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 March 14, 2002 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

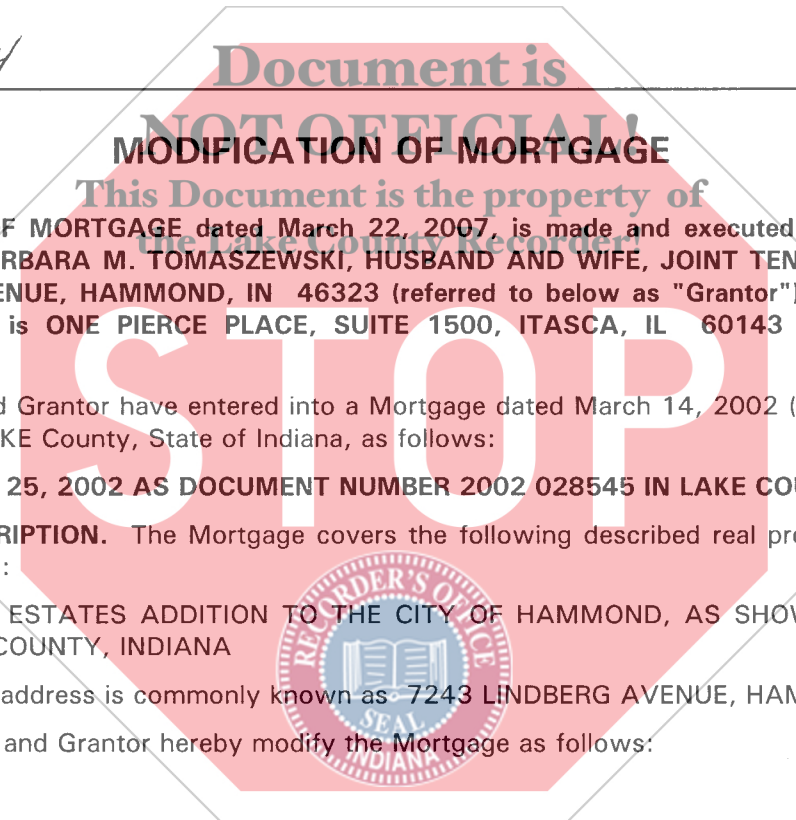
RECORDED MARCH 25, 2002 AS DOCUMENT NUMBER 2002 028545 IN LAKE COUNTY, INDIANA.

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

LOT 2, WOODMAR ESTATES ADDITION TO THE CITY OF HAMMOND, AS SHOW IN PLAT BOOK 72, PAGE 55, IN LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 7243 LINDBERG AVENUE, HAMMOND, IN 46323.

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



23-
151274501
212393291
JD

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 3009024414

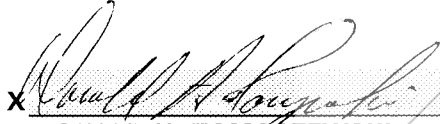
Page 2


"In the second paragraph delete the words "which may not exceed the aggregate principal sum of: fifty thousand and 00/100 (\$50,000.00)" in their entirety and replace with "which may not exceed the aggregate principal sum of: twenty one thousand and 00/100 (\$21,000.00)".

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 22, 2007.

GRANTOR:

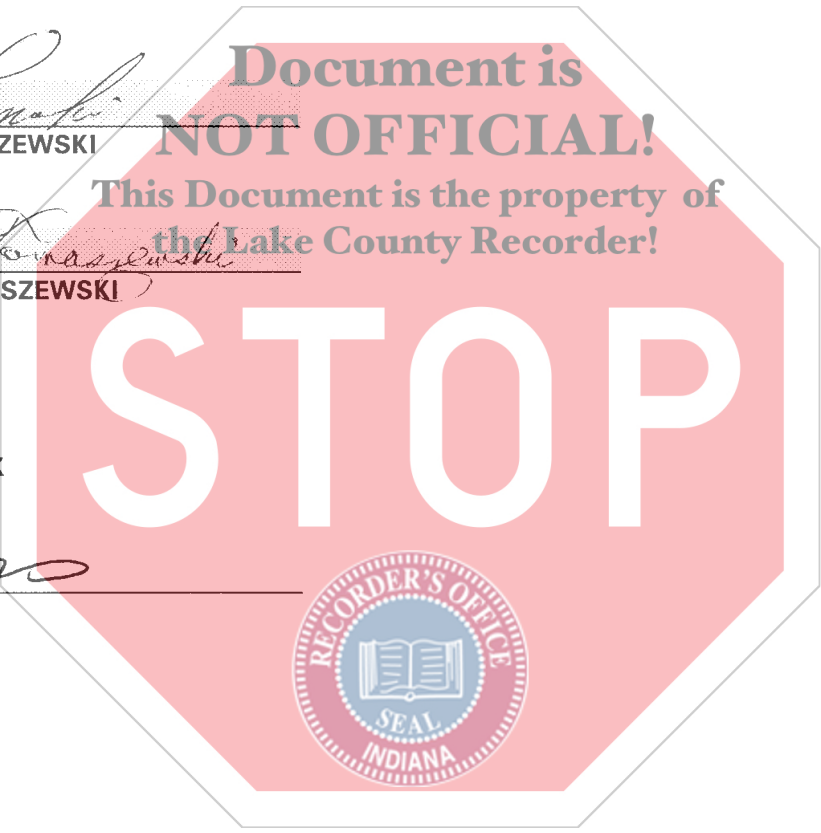
X 
DONALD H. TOMASZEWSKI

X 
BARBARA M. TOMASZEWSKI

LENDER:

FIRST MIDWEST BANK

X 
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 3009024414

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INDIVIDUAL ACKNOWLEDGMENT

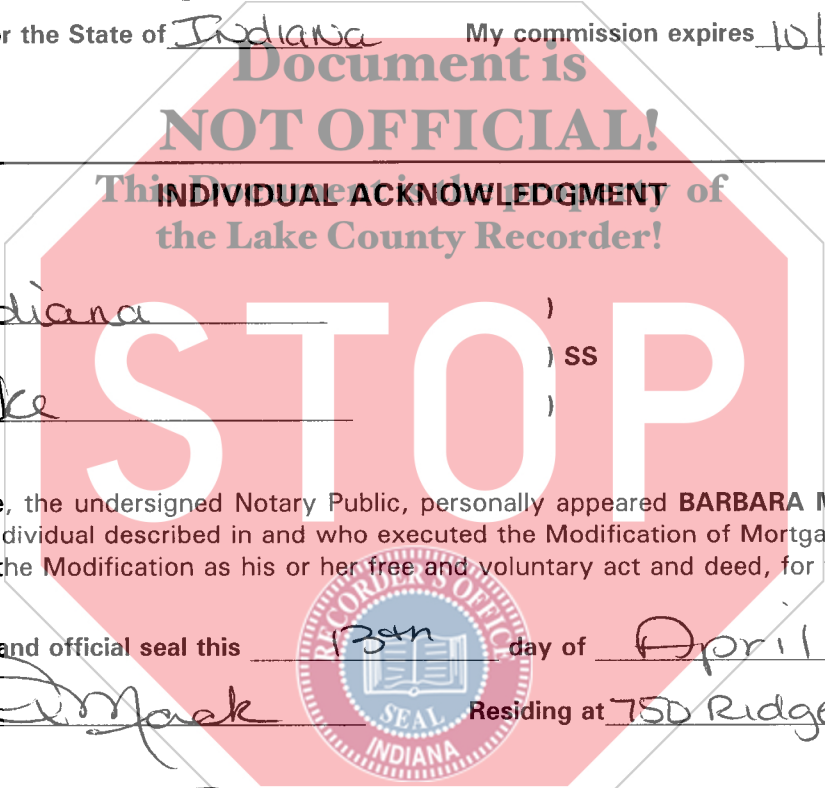
STATE OF Indiana)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **DONALD H. TOMASZEWSKI**, 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 13th day of April, 2007.

By [Signature] Residing at 750 Ridge Rd Munster IN

Notary Public in and for the State of Indiana My commission expires 10/4/2014



STATE OF Indiana)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **BARBARA M. TOMASZEWSKI**, 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 13th day of April, 2007.

By [Signature] Residing at 750 Ridge Rd Munster IN

Notary Public in and for the State of Indiana My commission expires 10/4/2014

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 3009024414

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LENDER ACKNOWLEDGMENT

STATE OF Indiana)

) SS

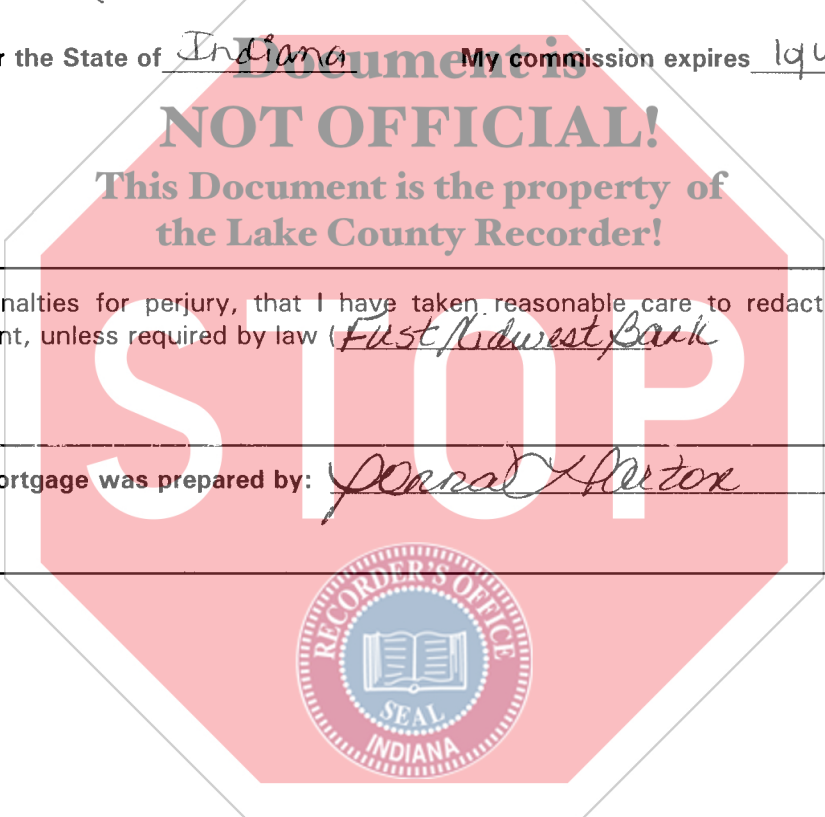
COUNTY OF Lake)

On this 13th day of April, 20 07, before me, the undersigned Notary Public, personally appeared Martha Rivas-Ramos and known to me to be the authorized signer, 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 750 Ridge Rd. Munster, IN 46321

Notary Public in and for the State of Indiana My commission expires 10/4/2014



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 (First Midwest Bank)

This Modification of Mortgage was prepared by: [Signature]

RECORDING PAGE

