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2007 086939

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2007 NOV -2 AM 9: 18

MICHAEL A BROWN RECORDER

WHEN RECORDED MAIL TO:

Harris N.A./BLST

Attn: Collateral Management

P.O. Box 2880

Chicago, IL 60690-2880

620070581 LA

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 26, 2007, is made and executed between Ronald D. Morris and Catherine G. Morris, husband and wife, whose address is 970 Whitehall Drive, Crown Point, IN 46307 (referred to below as "Grantor") and Harris N.A., whose address is 5243 Hohman Avenue, Hammond, IN 46320 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 20, 2007 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on March 27, 2007 as Document #2007 025229 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 3 IN MORNINGSIDE, A PLANNED UNIT DEVELOPMENT, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 83 PAGE 60 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 970 Whitehall Drive, Crown Point, IN 46307.

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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 September 26, 2007 in the original principal amount of \$370,000.00 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 \$370,000.00.

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 SEPTEMBER 26, 2007. NOT OFFICIAL!

This Document is the property of **GRANTOR:** the Lake County Recorder! Ronald D. Morris LENDER: HARRIS N.A.

## MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT		
country of Jake	) ) SS )	"OFFICIAL SEAL" YVONNE D. ROGERS NOTARY PUBLIC, STATE OF INDIANA LAKE COUNTY MY COMMISSION EXPIRES (1707200)
On this day before me, the undersigned Notary Public, Morris, to me known to be the individuals described in acknowledged that they signed the Modification as the purposes therein mentioned.  Given under my hand and official seal this	n and who executed their free and voluntar	the Modification of Mortgage, and y act and deed, for the uses and
By Z word And official seal this Down	Residing at	ake , 20 <u>07.</u>
Notary Public in and for the State of Onclusion	My commission e	expires <u>Le 10 2008</u>
Docum	nent is	·
NENDER ACKN	OWLEDGMENT	
STATE OF Ordina the Lake Cour	s the property nty Recorder!	"OFFICIAL SEAL"  WONNE D. ROGERS  NOTARY PUBLIC, STATE OF INDIANA
COUNTY OF Porter		LAKE COUNTY MY COMMISSION EXPITES 6/10/2009
On this 16th day of Ctolles Notary Public, personally appeared Michael	ka, 20 07	, before me, the undersigned and known to me to be theder that executed the within and
foregoing instrument and acknowledged said instrument Lender, duly authorized by the Lender through its boar therein mentioned, and on oath stated that he or she is seal affixed is the corporate seal of said Lender.  By Veryer	t to be the free and very of directors or other	<mark>voluntary act and deed of the said erwise, for the uses and purposes</mark>
Notary/Public in and for the State of Ondra a a 3	My commission a	expires (0/10/2009)

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 (Carmen Palacios, Documentation Specialist).

## MODIFICATION OF MORTGAGE (Continued)

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This Modification of Mortgage was prepared by: Carmen Palacios, Documentation Specialist

