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2008 JAN 18 AM 9:17
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RECORDED

RECORDATION REQUESTED BY:
CITIZENS FINANCIAL BANK
1100 E. JOLIET ST.
DYER, IN 46311

WHEN RECORDED MAIL TO:
CITIZENS FINANCIAL BANK
1100 E. JOLIET ST.
DYER, IN 46311

SEND TAX NOTICES TO:

Document is NOT OFFICIAL!
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 15, 2008, is made and executed between Emily K. Sudbury and Joshua L. Sudbury, husband and wife, whose address is 13976 West 132nd Place, Cedar Lake, IN 46303 (referred to below as "Grantor") and CITIZENS FINANCIAL BANK, whose address is 1100 E. JOLIET ST., DYER, IN 46311 (street or rural route address: 1100 E. Joliet Street, Suite 201, Dyer, IN 46311) (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 19, 2007 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded at the Office of the Lake County Recorder on July 23, 2007 as Document No. 2007 059624.

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

LOT 22 IN BRUNSWICK ESTATES, UNIT 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 47 PAGE 24, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 13976 West 132nd Place, Cedar Lake, IN 46303. The Real Property tax identification number is Parcel No. 005-05-06-0278-0022.

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

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**MODIFICATION OF MORTGAGE
(Continued)**

The principal balance of the loan secured by the aforesaid Mortgage has been increased the date of this Modification of Mortgage from \$221,000.00 to \$230,500.00. 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 \$230,500.00.

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 JANUARY 15, 2008.

GRANTOR:

X Emily K. Sudbury
Emily K. Sudbury

X Joshua L. Sudbury
Joshua L. Sudbury

LENDER:

CITIZENS FINANCIAL BANK

X Kathy York
Authorized Signer



**MODIFICATION OF MORTGAGE
(Continued)**

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MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **Emily K. Sudbury and Joshua L. Sudbury**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of January, 2008.

By Shannon Stiener Residing at Lake County
Notary Public in and for the State of Indiana My commission expires 3/14/15



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LENDER ACKNOWLEDGMENT!

This Document is the property of
the Lake County Recorder!

STATE OF Indiana) SS
COUNTY OF Lake)

On this 15 day of JANUARY, 2008, before me, the undersigned Notary Public, personally appeared Kathy York and known to me to be the Loan Processor, authorized agent for **CITIZENS FINANCIAL BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **CITIZENS FINANCIAL BANK**, duly authorized by **CITIZENS FINANCIAL BANK** 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 in fact executed this said instrument on behalf of **CITIZENS FINANCIAL BANK**.

By Rosemary White Residing at 5311 Hohman Ave, Hammond
Notary Public in and for the State of INDIANA My commission expires 5-18-2011



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 (Patricia Smolinski, Commercial Processor).

This Modification of Mortgage was prepared by: Patricia Smolinski, Commercial Processor

