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2008 043621

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2008 JUN 16 AM 9:35

MICHAEL A. BROWN
RECORDER

WHEN RECORDED MAIL TO:

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

CHIGAGO TITLE INSURANCE COMPANY

620034504

Document is NOT OFFICIAL!
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated May 28, 2008, is made and executed between Charilaos K. Balaskas, whose address is 26108 South 80th Avenue, Monee, IL 60449 (referred to below as "Grantor") and Harris N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (street or rural route address: 311 W. Monroe Street, 6th FL, Chicago, IL 60603) (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 30, 2003 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage and an Assignment of Rents recorded on June 30, 2003 as Document #2003 067449 and Document #2003 067450 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:

LOTS 38, 39, 40, 41 AND 42 IN BLOCK 34 IN UNIT 10 OF WOODMAR, HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 16 PAGE 35, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 7223-31 Indianapolis Boulevard, Hammond, IN 46344.

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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 May 28, 2008 in the original principal amount of \$666,689.51 to Lender bearing a fixed interest rate and a Promissory Note dated May 28, 2008 in the original principal amount of \$223,106.51 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 \$889,796.02; and (3) to amend the name of Lender to read as follows: Harris N.A., as Successor by Merger with Harris Bank Frankfort, its successors and/or assigns (4) the following paragraphs are hereby added to the Mortgage:

Cross-Collateralization

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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.

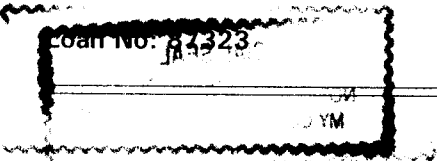
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MAY 28, 2008.

GRANTOR:

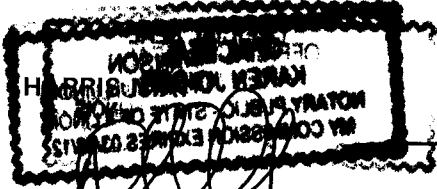
x Charilaos K. Balaskas
Charilaos K. Balaskas



MODIFICATION OF MORTGAGE
(Continued)



LENDER:



X 
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook) SS

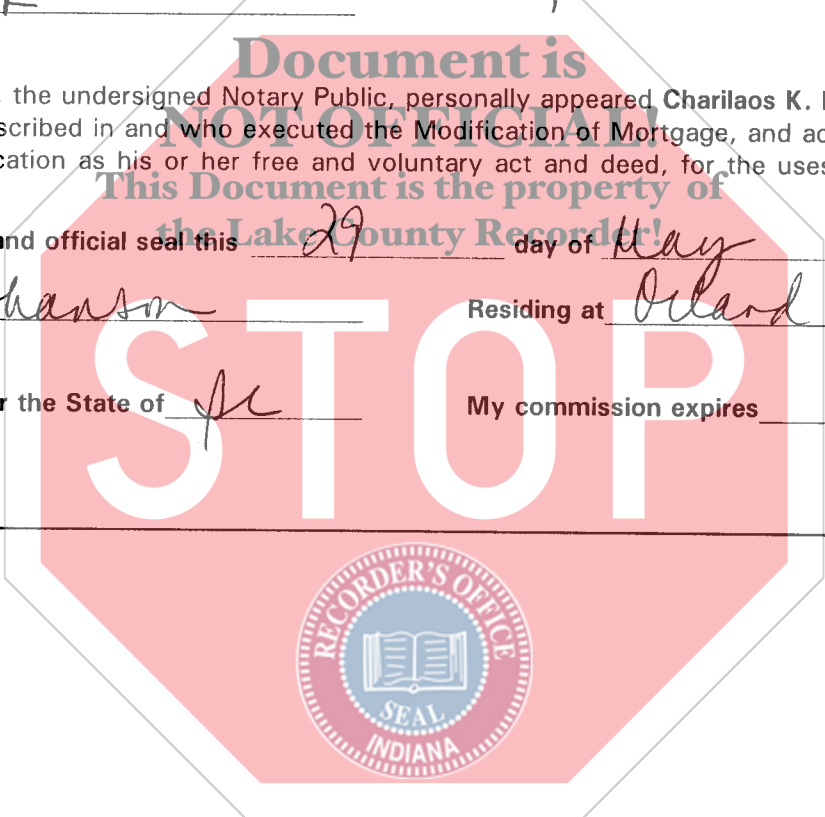


On this day before me, the undersigned Notary Public, personally appeared **Charilaos K. Balaskas**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29 day of May, 2008.

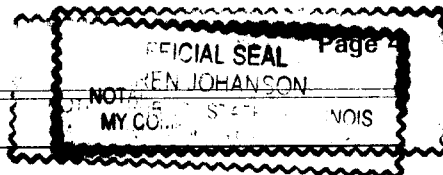
By Karen Johanson Residing at Oakland Park

Notary Public in and for the State of IL My commission expires 3/28/12



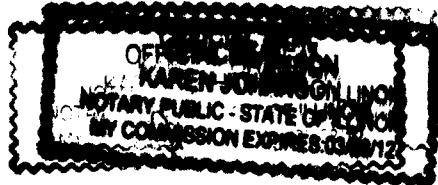
MODIFICATION OF MORTGAGE
(Continued)

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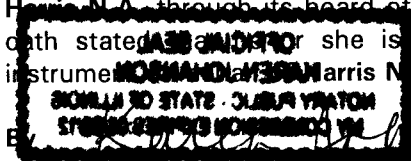


LENDER ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Cook)

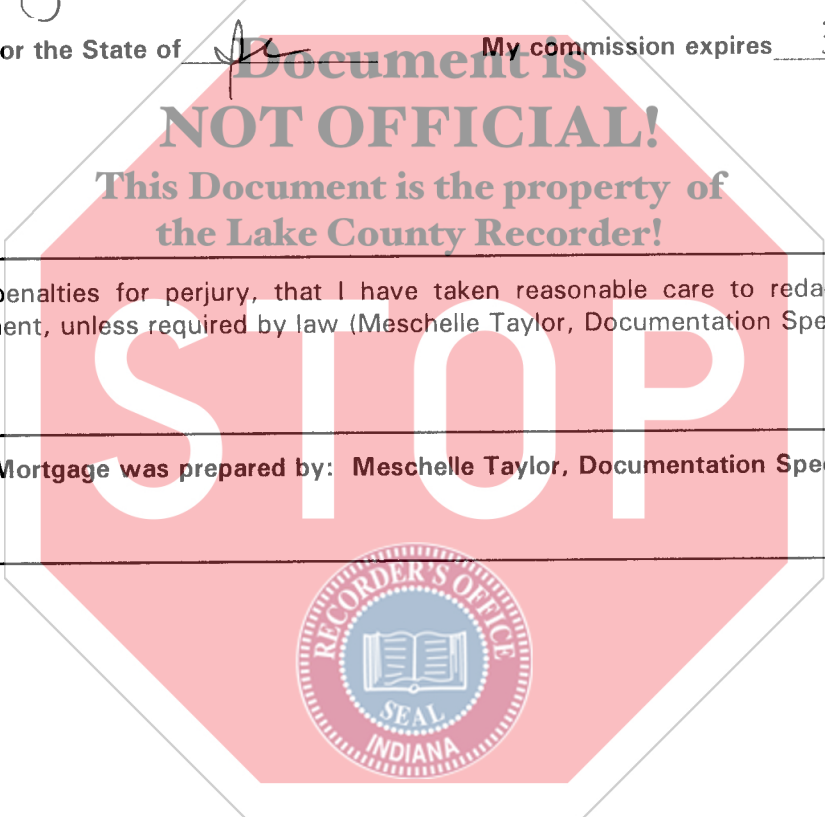


On this 29 day of May, 20 08, before me, the undersigned Notary Public, personally appeared Abdullah Tadris and known to me to be the lender authorized agent for Harris N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Harris N.A., duly authorized by Harris N.A. through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated she is authorized to execute this said instrument and in fact executed this said instrument for Harris N.A.



Residing at Oakland Park

Notary Public in and for the State of IL My commission expires 3/28/12



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 (Meschelle Taylor, Documentation Specialist).

This Modification of Mortgage was prepared by: Meschelle Taylor, Documentation Specialist

RECORDING PAGE



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