

4

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 058530

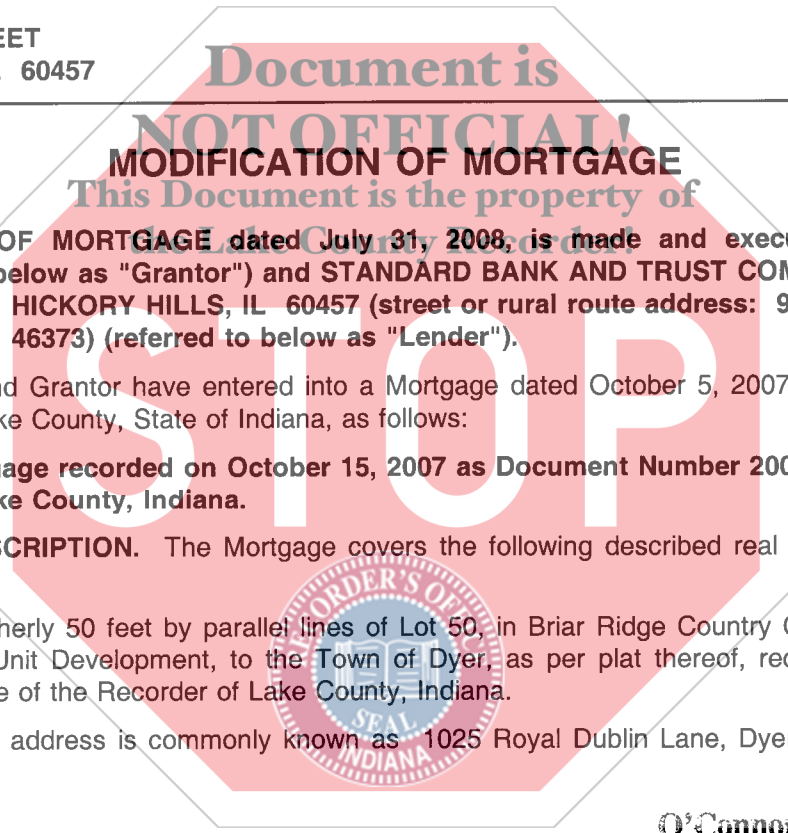
2008 AUG 18 AM 8:39

MICHAEL A. BROWN  
RECORDER

RECORDATION REQUESTED BY:  
STANDARD BANK AND TRUST COMPANY  
EASTERN REGION  
7800 W. 95TH STREET  
HICKORY HILLS, IL 60457

WHEN RECORDED MAIL TO:  
STANDARD BANK AND TRUST COMPANY  
EASTERN REGION  
7800 W. 95TH STREET  
HICKORY HILLS, IL 60457

SEND TAX NOTICES TO:  
STANDARD BANK AND TRUST COMPANY  
EASTERN REGION  
7800 W. 95TH STREET  
HICKORY HILLS, IL 60457



**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated July 31, 2008, is made and executed between Joseph L. Zacharias (referred to below as "Grantor") and STANDARD BANK AND TRUST COMPANY, whose address is 7800 W. 95TH STREET, HICKORY HILLS, IL 60457 (street or rural route address: 9321 Wicker Ave, \_\_\_\_\_, St John, IN 46373) (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated October 5, 2007 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

**Construction Mortgage recorded on October 15, 2007 as Document Number 2007-081878 in the Office of the Recorder of Lake County, Indiana.**

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

Lot 51 and the Southerly 50 feet by parallel lines of Lot 50, in Briar Ridge Country Club Add, Block 1, Unit No. 12, a Planned Unit Development, to the Town of Dyer, as per plat thereof, recorded in Plat Book 65, page 25, in the Office of the Recorder of Lake County, Indiana.

The Real Property or its address is commonly known as 1025 Royal Dublin Lane, Dyer, IN 46311. The Real

8227-0079  
O'Connor Title Services, Inc.  
162 West Hubbard Street  
Chicago, IL 60610



E 2000-35570 Rm 4

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 101511803

Page 2

Property tax identification number is 009-12-14-0211-0025 and 009-12-14-0211-0044.

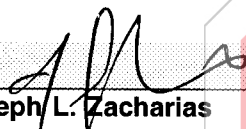
**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

**The Principal Balance has been reduced to \$991,970.03. Repayment and Maturity has been amended as follows: Borrower will pay this loan in 171 payments of \$8,681.60 each, beginning August 11, 2008; final payment will be due on October 11, 2022 and will be for all principal and all accrued interest not yet paid, as more fully set out in a Change in Terms Agreement of the same date herewith incorporated by the reference.**

**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 endorser 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 JULY 31, 2008.**

**GRANTOR:**

X   
Joseph L. Zacharias

**LENDER:**

**STANDARD BANK AND TRUST COMPANY**

X   
Authorized Signer



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 101511803

Page 3

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )



On this day before me, the undersigned Notary Public, personally appeared **Joseph L. Zacharias**, 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 31st day of July, 20 08

By [Signature] Residing at Lake County

Notary Public in and for the State of Indiana My commission expires 9-14-2013

Document is NOT OFFICIAL!  
LENDER ACKNOWLEDGMENT  
This Document is the property of the Lake County Recorder

STATE OF Indiana )  
 ) SS  
COUNTY OF Lake )



On this 31st day of July, 20 08, before me, the undersigned Notary Public, personally appeared Mark P. [Signature] and known to me to be the Commercial Lender authorized agent for **STANDARD BANK AND TRUST COMPANY** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **STANDARD BANK AND TRUST COMPANY**, duly authorized by **STANDARD BANK AND TRUST COMPANY** 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 **STANDARD BANK AND TRUST COMPANY**.

By [Signature] Residing at Lake County

Notary Public in and for the State of Indiana My commission expires 9-14-2013

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 101511803

Page 4

---

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 (Michelle M Strickland).

---

**This Modification of Mortgage was prepared by: Michelle M Strickland**

---

