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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2008 059806

2008 AUG 22 AM 9:21

MICHAEL A. BROWN
RECORDER

RECORDATION REQUESTED BY:

FIRST MIDWEST BANK
HIGHLAND GROVE
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

Document is NOT OFFICIAL!
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 31, 2008 is made and executed between JOSEPH DANIELE, whose address is 2304 COWAN COURT, SCHERERVILLE, IN 46375 (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 May 18, 2007 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

RECORDED AUGUST 16, 2007 AS DOCUMENT# 2007-066627 IN LAKE COUNTY, IN.

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

LOT 6 IN CHRISTENSON-KORTENHOVEN 2ND ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 95 PAGE 27, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 2410 ONTARIO, SCHERERVILLE, IN 46375. The Real Property tax identification number is 009-20-13-0783-002.

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

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MODIFICATION OF MORTGAGE
(Continued)

Loan No: 53633

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TO DELETE THE DEFINITION OF "NOTE" THEREIN ITS ENTIRETY AND TO INSERT IN LIEU THEREOF THE FOLLOWING: "NOTE. THE WORD "NOTE" MEANS THE PROMISSORY NOTE OR CREDIT AGREEMENT DATED JULY 31, 2008 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$358,723.99 FROM BORROWER TO LENDER, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT AND TO DELETE FROM THE PARAGRAPH ENTITLED "MAXIMUM LIEN" THE FOLLOWING: "\$720,000.00" AND INSERT IN LIEU THEREOF THE FOLLOWING: "\$358,723.99". THE INTEREST RATE ON THE NOTE IS 6.640%.

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 JULY 31, 2008.

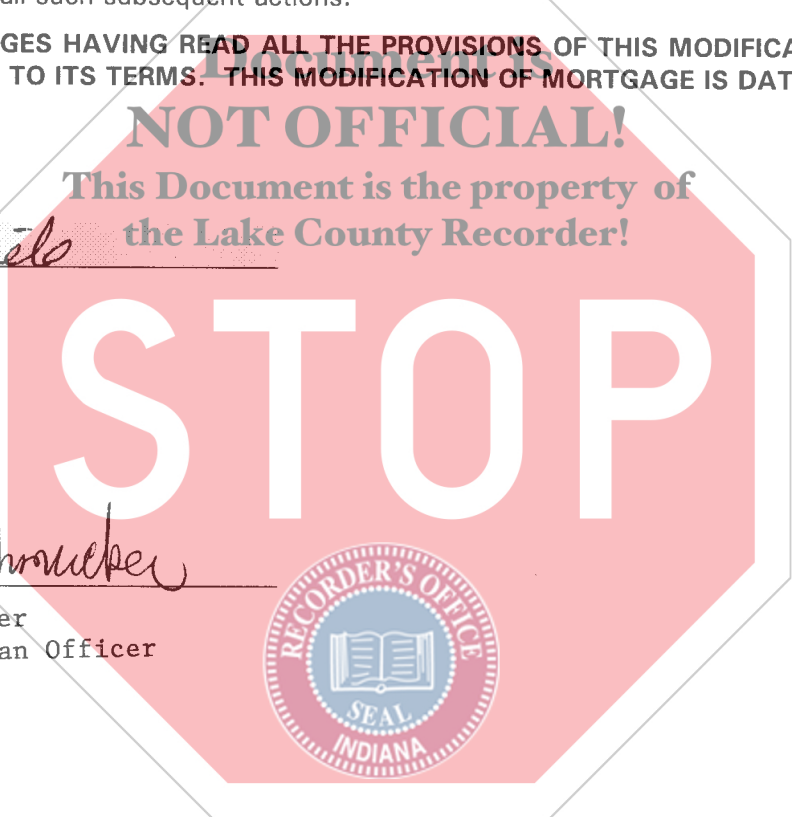
GRANTOR:

x *Joseph Daniele*
JOSEPH DANIELE

LENDER:

FIRST MIDWEST BANK

x *Rachel E. Schmucker*
Authorized Signer
Rachel E. Schmucker
Commercial Loan Officer



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 53633

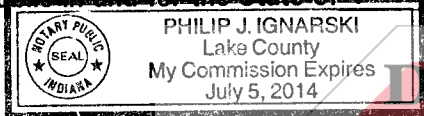
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IN)
) SS
COUNTY OF LAKE)

On this day before me, the undersigned Notary Public, personally appeared **JOSEPH DANIELE**, 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, 2008.
By *Philip J. Ignarski* Residing at LAKE
Notary Public in and for the State of IN My commission expires 7-5-14



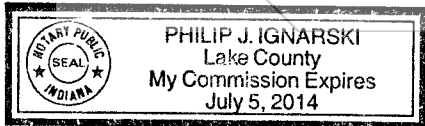
This Document is NOT NOTARIAL

This Document is the property of the Lake County Recorder!

STATE OF IN) SS
COUNTY OF LAKE)

On this 31st day of July, 2008, before me, the undersigned Notary Public, personally appeared Rachel E. Schmucker and known to me to be the Commercial loan officer, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By *Philip J. Ignarski* Residing at LAKE
Notary Public in and for the State of IN My commission expires 7-5-14



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 (HAREMIA PARRY).

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 53633

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This Modification of Mortgage was prepared by: HAREMIA PARRY



RECORDING PAGE

