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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2008 063771

2009 SEP 11 AM 8: 44

MICHAEL A. BROWN RECORDER

**RECORDATION REQUESTED BY:** 

American Trust & Savings Bank Main Office 1321 119th Street Whiting, IN 46394

WHEN RECORDED MAIL TO:

American Trust & Savings Bank Main Office 1321 119th Street Whiting, IN 46394

SEND TAX NOTICES TO:

Otto W Breitweiser Patricia A Breitweiser 1192 W 132nd Street Crown Point, IN 46307

Document is

## NOTOFFICIAL

THIS MODIFICATION OF MORTGAGE dated August 22, 2008, is made and executed between Otto W Breitweiser and Patricia A Breitweiser, whose address is 1192 W 132nd Street, Crown Point, IN 46307 (referred to below as "Grantor") and American Trust & Savings Bank, whose address is 1321 119th Street, Whiting, IN 46394 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 12, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded October 25, 2006 as Document No. 2006 093646 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 40 IN SOUTHWOOD, AS PER PLAT THEREOF, RECORDED OCTOBER 13, 1978 IN PLAT BOOK 49, PAGE 49, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 1192 W 132nd Street, Crown Point, IN 46307. The Real Property tax identification number is Unit 03; Key No. 7-285-40.

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

Maximum lien amount increased from \$15,000.00 to \$22,000.

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

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## MODIFICATION OF MORTGAGE (Continued)

AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 22,

2008.

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**GRANTOR:** Otto W Breitweiser Patricia A Breitweiser LENDER: **AMERICAN TRUST & SAVINGS BANK** Authorized Signer the Lake County Recorder! STATE OF ) SS On this day before me, the undersigned Notary Public, personally appeared Otto W Breitweiser and Patricia A Breitweiser, husband and wife, 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 12-19-2015 My commission expires Notary Public in and for the State of

SHARON A. STUTLER
NOTARY PUBLIC OF LAKE COUNTY
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES 12-19-2015

LENDER ACKNOWLEDGMENT	
STATE OF Indiana	
) ss	
COUNTY OF	
On this day of	t&
Notary Public in and for the State of My commission expires March 20, 20	
Notary Public in and for the State of My commission expires March 20, 20  NOTARY PUBLIC OF PORTER COUNTY  This STATE OF INDIANA's the property of MY CCMMISSION FXPIRES 3/20/2014 Recorder!	<u>) [2</u>
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 (Susanne M. Kaemerer, Vice President).	
This Modification of Mortgage was prepared by: Susanne M. Kaemerer, Vice President	
COLUMN CO	