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THIS DOCUMENT BEING RECORDED BY;
FIRST NATIONAL BANK OF ILLINOIS
3256 RIDGE ROAD
LANSING, IL 60438

STATE OF ILLIANA
LAKE COUNTY
FILED FOR RECORD

2008 067713

2008 SEP 30 AM 9:16

MICHAEL A. BROWN
RECORDER

RETURN TO:
FIRST NATIONAL BANK OF ILLINOIS
3256 RIDGE ROAD
LANSING, IL 60438
ATTN: CONSTANCE BARTLETT
LOAN NUMBER: 48700014

Above Space Used for Recording

620056866

**MORTGAGE AND FIXED RATE NOTE
FIRST MODIFICATION AGREEMENT**

THIS FIXED RATE NOTE AND TRUST DEED/MORTGAGE FIRST MODIFICATION AGREEMENT IS MADE AS OF THE 1ST DAY OF OCTOBER, 2008 BY AND AMONG JASON BREUKER AND ERIN BREUKER (THE "BORROWER") AND FIRST NATIONAL BANK OF ILLINOIS (THE "LENDER") LANSING, ILLINOIS, AN ILLINOIS BANKING CORPORATION, LOCATED AT 3256 RIDGE ROAD, LANSING, ILLINOIS 60438.

WITNESSETH:

WHEREAS, FIRST NATIONAL BANK OF ILLINOIS HAS LOANED NINETY NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$99,200.00) (THE "LOAN") TO BORROWER AND

WHEREAS, THE LOAN IS EVIDENCED BY A NOTE DATED SEPTEMBER 23, 2005, MADE BY BORROWER IN THE PRINCIPAL AMOUNT OF NINETY NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$ 99,200.00) (THE "NOTE"); AND

WHEREAS, THE NOTE IS SECURED BY A TRUST DEED/MORTGAGE DATED SEPTEMBER 23, 2005, MADE BY BORROWER TO THE BANK AND RECORDED OCTOBER 12, 2005 IN THE OFFICE OF THE RECORDER OF DEEDS OF LAKE COUNTY, INDIANA AS DOCUMENT NUMBERS 2005 089504 (THE "TRUST DEED/MORTGAGE"), WHICH TRUST DEED/MORTGAGE ENCUMBERS THE PROPERTY DESCRIBED AS (THE "PROPERTY") AS FOLLOWS:

LOT 122, IN SUBDIVISION THE WILSONS, IN ADDITION TO THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 25 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

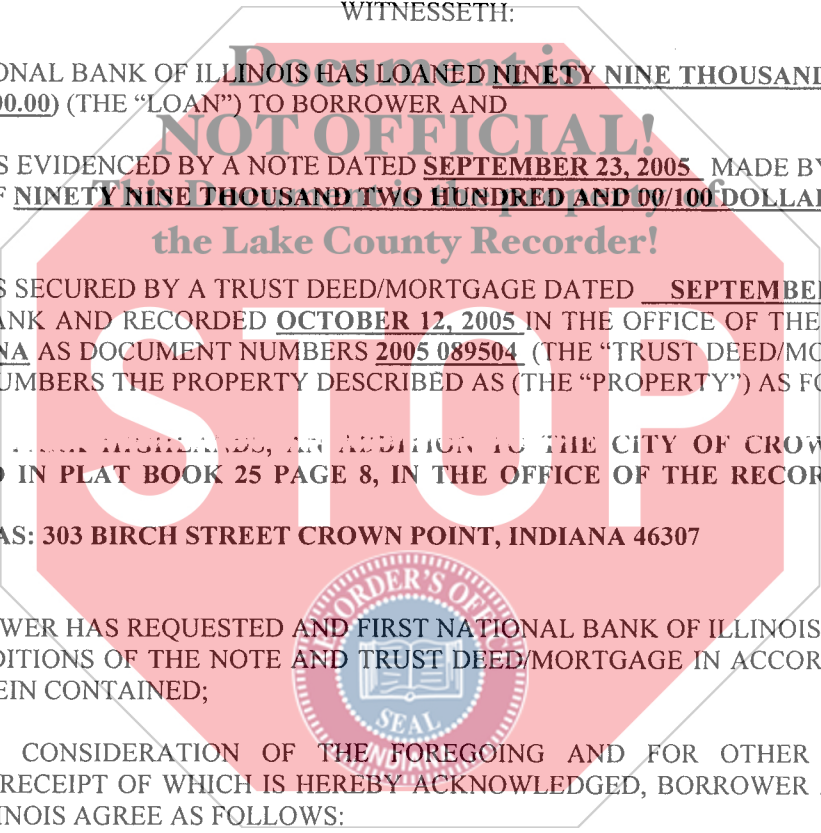
COMMONLY KNOWN AS: 303 BIRCH STREET CROWN POINT, INDIANA 46307
PIN# 7-191-4 UNIT #3

WHEREAS, THE BORROWER HAS REQUESTED AND FIRST NATIONAL BANK OF ILLINOIS HAS AGREED TO MODIFY THE TERMS AND CONDITIONS OF THE NOTE AND TRUST DEED/MORTGAGE IN ACCORDANCE WITH THE TERMS AND CONDITIONS HEREIN CONTAINED;

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, BORROWER AND TRUSTEE AND FIRST NATIONAL BANK OF ILLINOIS AGREE AS FOLLOWS:

1. THE DATE "OCTOBER 1, 2008" (THE "ORIGINAL MATURITY DATE") WHENEVER IT APPEARS IN THE NOTE AND TRUST DEED/MORTGAGE IS HEREBY CHANGED TO OCTOBER 1, 2011, THEREFORE, THE NEW MATURITY DATE OF THE NOTE EFFECTIVE AS OF OCTOBER 1, 2008 WILL BE OCTOBER 1, 2011 AND WILL BE KNOWN AS THE MATURITY DATE OF THE MORTGAGE.
2. NOTWITHSTANDING ANY PROVISIONS OF THE NOTE WHICH MAY BE OR APPEAR TO BE TO THE CONTRARY, FROM AND AFTER THE DATE OF THIS AGREEMENT UNTIL THE FULL AMOUNT OF THE PRINCIPAL INDEBTEDNESS EVIDENCED BY THE NOTE BECOMES DUE, WHETHER BY ACCELERATION OR OTHERWISE, THE NOTE SHALL BEAR INTEREST AT AN ANNUAL RATE OF FIVE AND THREE QUARTERS PERCENT (5.7500%); PROVIDED, HOWEVER, THAT ANY PAYMENT OF PRINCIPAL OR INTEREST WHICH IS NOT PAID WHEN DUE, WHETHER BE ACCELERATION OR OTHERWISE, SHALL BEAR INTEREST AT AN ANNUAL RATE OF FIVE AND THREE QUARTERS PERCENT (5.7500%).
3. NOTWITHSTANDING ANY PROVISIONS OF THE NOTE WHICH MAY BE OR APPEAR TO BE TO THE CONTRARY, FROM AND AFTER THE DATE OF THIS AGREEMENT AND CONTINUING UNTIL THE FULL AMOUNT OF THE PRINCIPAL INDEBTEDNESS EVIDENCED BY THE NOTE BECOMES DUE, WHETHER BY ACCELERATION OR OTHERWISE, THE MONTHLY PAYMENT OF PRINCIPAL AND INTEREST TO BE PAID BY BORROWER, UNDER THE NOTE SHALL BE FIVE HUNDRED SEVENTY EIGHT DOLLARS AND 90/100 DOLLARS (\$578.90) WITH THE FIRST PAYMENT BEING DUE NOVEMBER 1, 2008.
4. THE BORROWER HEREBY ACKNOWLEDGES THAT, AS OF THE DATE OF THIS AGREEMENT, THE OUTSTANDING PRINCIPAL BALANCE OWED UNDER THE NOTE IS NINETY FIVE THOUSAND EIGHTY ONE AND ---40/100 DOLLARS (\$95,081.40). THE OUTSTANDING INTEREST OWED UNDER THE NOTE, WHICH IS DUE AS TO THE DATE OF THIS AGREEMENT, IS \$561.76.

Chicago Title Insurance Company

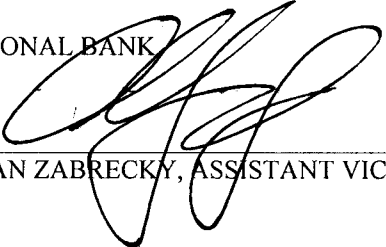


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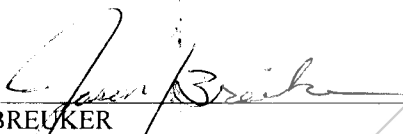
5. AS USED IN THE NOTE AND DEED/MORTGAGE, THE TERMS "NOTE" AND "TRUST DEED/MORTGAGE" SHALL MEAN AND INCLUDE EACH OF SAID INSTRUMENTS RESPECTIVELY, AS SUPPLEMENTED AND MODIFIED BY THIS AGREEMENT.
6. AS SUPPLEMENTED AND MODIFIED HEREBY, EACH OF THE NOTE AND TRUST DEED/MORTGAGE IS HEREBY RATIFIED, ADOPTED AND CONFIRMED.
7. IF ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST IN IT IS SOLD OR TRANSFERRED (OR IF A BENEFICIAL INTEREST IN BORROWER IS SOLD OR TRANSFERRED) AND BORROWER IS NOT A NATURAL PERSON WITHOUT LENDER'S PRIOR WRITTEN CONSENT, LENDER MAY, AT ITS OPTION, REQUIRE IMMEDIATE PAYMENT IN FULL OR ALL SUMS SECURED BY THIS SECURITY INSTRUMENT.

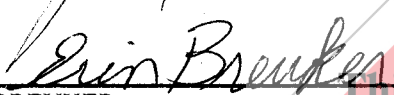
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED OR CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

FIRST NATIONAL BANK

BY: 
ALAN ZABRECKY, ASSISTANT VICE PRESIDENT

BORROWERS:


JASON BREUKER


ERIN BREUKER

