

4

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 080167

2008 NOV 25 AM 9:08

MICHAEL A. BROWN  
RECORDER

4

Return to: Centier Bank, 600 E. 84th Ave.,  
Merrillville, Indiana 46410

Space Above This Line For Recording Data

**MODIFICATION OF MORTGAGE**

**DATE AND PARTIES.** The date of this Real Estate Modification (Modification) is November 18, 2008. The parties and their addresses are:

**MORTGAGOR:**

**DENNIS CAUDILL**  
1840 KLEVEN LANE  
CROWN POINT, IN 46307-7127

**JANA CAUDILL**  
HUSBAND AND WIFE  
1840 KLEVEN LANE  
CROWN POINT, IN 46307-7127

**LENDER:**

**CENTIER BANK**  
Organized and existing under the laws of Indiana  
600 EAST 84TH AVENUE  
MERRILLVILLE, IN 46410

TICOR TITLE INSURANCE  
Crown Point, Indiana

**1. BACKGROUND.** Mortgagor and Lender entered into a security instrument dated JULY 28, 2006 and recorded on AUGUST 2, 2006 (Security Instrument). The Security Instrument was recorded in the records of Lake County, Indiana at 2293 N. MAIN ST., CROWN POINT, INDIANA 46307 AS DOCUMENT # 2006 066699 IN THE ORIGINAL AMOUNT OF \$276,000.00, and covered the following described Property:

UNIT F-202 IN SUNSET HARBOR CONDOMINIUM, A HORIZONTAL PROPERTY REGIME AS CREATED BY DECLARATION RECORDED DECEMBER 20, 2005 AS DOCUMENT NO. 2005 111514 AND SITE PLANS RECORDED JUNE 21, 2006 IN PLAT BOOK 99, PAGE 79, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, TOGETHER WITH THE UNDIVIDED INTEREST IN THE COMMON AREAS APPERTAINING THERETO.

The property is located in Lake County at 13304 EAST LAKESHORE DRIVE, UNIT 202, CEDAR LAKE, Indiana 46303.

**2. MODIFICATION.** For value received, Mortgagor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

**A. Secured Debt.** The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

DENNIS CAUDILL  
Indiana Real Estate Modification  
IN/4Xkswartz00084600006243039111408Y

©1996 Bankers Systems, Inc., St. Cloud, MN *Expert*

Page 1

21-  
LP  
TI

"I affirm, under the penalties for perjury, that I have taken reasonable care to reflect each Social Security number in this document, unless required by law." Hazel Gardin

**Ticor Title recorded this document as an accommodation. Ticor did not examine the document or the title of the real estate affected.**

*Return: As above*

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 46395, dated November 18, 2008, from Mortgagor to Lender, with a loan amount of \$350,000.00.

(b) All Debts. All present and future debts from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

**3. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to grant, bargain, convey, sell, mortgage and warrant the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

**4. CONTINUATION OF TERMS.** Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

**5. ADDITIONAL TERMS.** THE ORIGINAL MAXIMUM OBLIGATION LIMIT HAS INCREASED FROM \$276,000.00 TO \$350,000.00.

**SIGNATURES.** By signing, Mortgagor agrees to the terms and covenants contained in this Modification. Mortgagor also acknowledges receipt of a copy of this Modification.

**MORTGAGOR:**

DENNIS CAUDILL  
Individually

JANA CAUDILL  
Individually

**LENDER:**

CENTIER BANK  
By Greg Gordon, Vice President

**ACKNOWLEDGMENT.**

(Individual)

State OF IN, County OF Lake ss.  
Before me, Elaine Vandenburg, a Notary Public this  
18th day of November, 2008, DENNIS CAUDILL, and  
JANA CAUDILL, HUSBAND AND WIFE, acknowledged the execution of the annexed  
instrument.

My commission expires:

(Notary Public)

Elaine Vandenburg

(Notary's County)

Lake

**ELAINE VAN DENBURG**  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires August 29, 2009  
Resident of Lake County, Indiana



(Lender Acknowledgment)

State OF IN, County OF Lake ss.  
Before me, Elaine Vandenburg, a Notary Public this  
18th day of November, 2008, Greg Gordon - Vice  
President of CENTIER BANK, a corporation, acknowledged the execution of the  
annexed instrument of the corporation.

My commission expires:

(Notary Public)

Elaine Vandenburg

(Notary's County)

Lake

**ELAINE VAN DENBURG**  
NOTARY PUBLIC, Lake County, Indiana  
My Commission Expires August 29, 2009  
Resident of Lake County, Indiana

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.

Name: Elaine VanDenburgh  
Printed Name: Elaine VanDenburgh.

This instrument was prepared by Greg Gordon, Vice President, Centier Bank, 600 East 84th Ave., Merrillville, Indiana 46410

