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2009 023260

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 APR 13 AM 8:58

MICHAEL A. BROWN  
RECORDER

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.  
Commercial Banking - South Region  
16255 S. Harlem Avenue  
Tinley Park, IL 60477

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.  
Loan Documentation  
6111 N. River Rd.  
Rosemont, IL 60018

→

MODIFICATION OF MORTGAGE

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**NOT OFFICIAL!**



This Document is the property of  
the Lake County Recorder!

**THIS MODIFICATION OF MORTGAGE** dated February 10, 2009, is made and executed between Patrick J. Schacki and Carolyn J. Schacki, husband and wife, whose address is 294 Joliet Road, Valparaiso, IN 46385 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 16255 S. Harlem Avenue, Tinley Park, IL 60477 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated April 8, 2002 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Mortgage dated as of April 8, 2002 executed by Patrick J. Schacki and Carolyn J. Schacki ("Grantor") for the benefit of MB Financial Bank, N.A., Successor in Interest to South Holland Trust & Savings Bank ("Lender"), recorded on April 9, 2002 as document no. 2002-033615, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on April 9, 2002 as document no. 2002-033616; modified by Modification of Mortgage dated March 4, 2004 and recorded on March 24, 2004 as document no. 2004 024402.



✓ #0999784  
25<sup>00</sup>  
RB

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 13756500002

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

LOTS NUMBERED 22 AND 23 AS SHOWN ON THE RECORDED PLAT OF GRAND PARK SECOND ADDITION, UNIT NO. 3, PHASE "A" RECORDED IN PLAT BOOK 88, PAGE 10, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as Lots 22 & 23 Grand Park, Merrillville, IN 46410. The Real Property tax identification number is 15-0733-0006-08; 15-0733-0007-08; 45-12-27-228-001.000-030 and 45-12-27-228-002.000-030.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated as of February 10, 2009 in the original principal amount of \$97,069.44 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

**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.

**WAIVER.** GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

(1) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE

DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED

THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY;

(2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING,

AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING

THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.




MODIFICATION OF MORTGAGE  
(Continued)

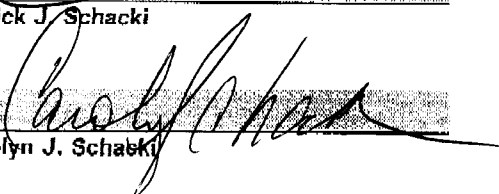
Loan No: 13756500002

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 10, 2009.

GRANTOR:

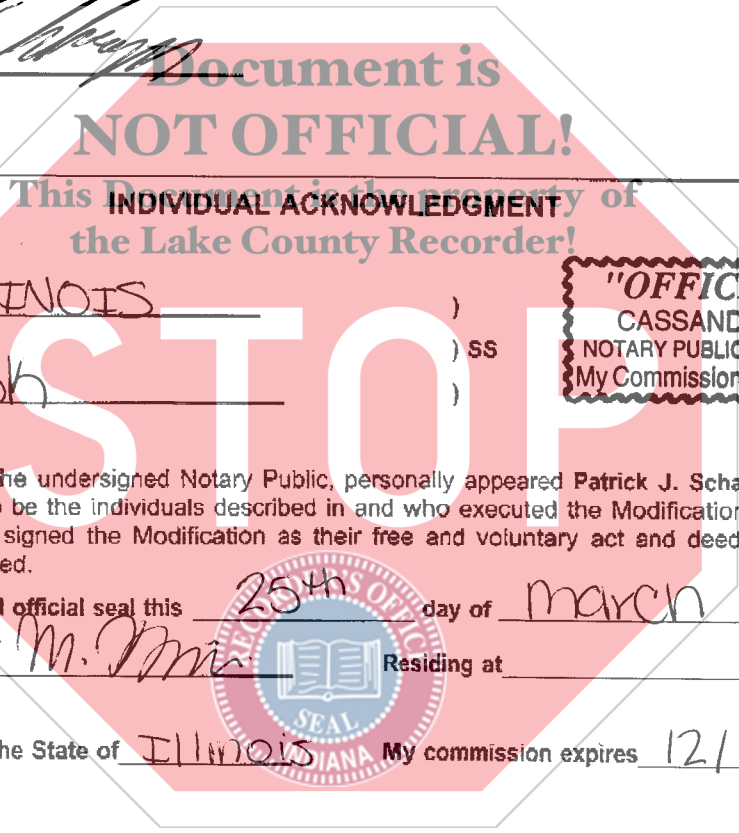
X   
Patrick J. Schacki

X   
Carolyn J. Schacki

LENDER:

MB FINANCIAL BANK, N.A.

X   
Authorized Signer



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

"OFFICIAL SEAL"  
CASSANDRA M. KRISIK  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires 12/07/2011

On this day before me, the undersigned Notary Public, personally appeared Patrick J. Schacki and Carolyn J. Schacki, 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 25<sup>th</sup> day of March, 2009.

By Cassandra M. Krisik Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS My commission expires 12/7/11

MODIFICATION OF MORTGAGE  
(Continued)

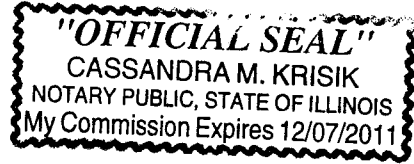
Loan No: 13756500002

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LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook



On this 25th day of March, 2009, before me, the undersigned Notary Public, personally appeared Karl Hershberger and known to me to be the First Vice President, authorized agent for MB Financial Bank, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of MB Financial Bank, N.A., duly authorized by MB Financial Bank, N.A. 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 MB Financial Bank, N.A.

By Cassandra M. Krisik

Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois

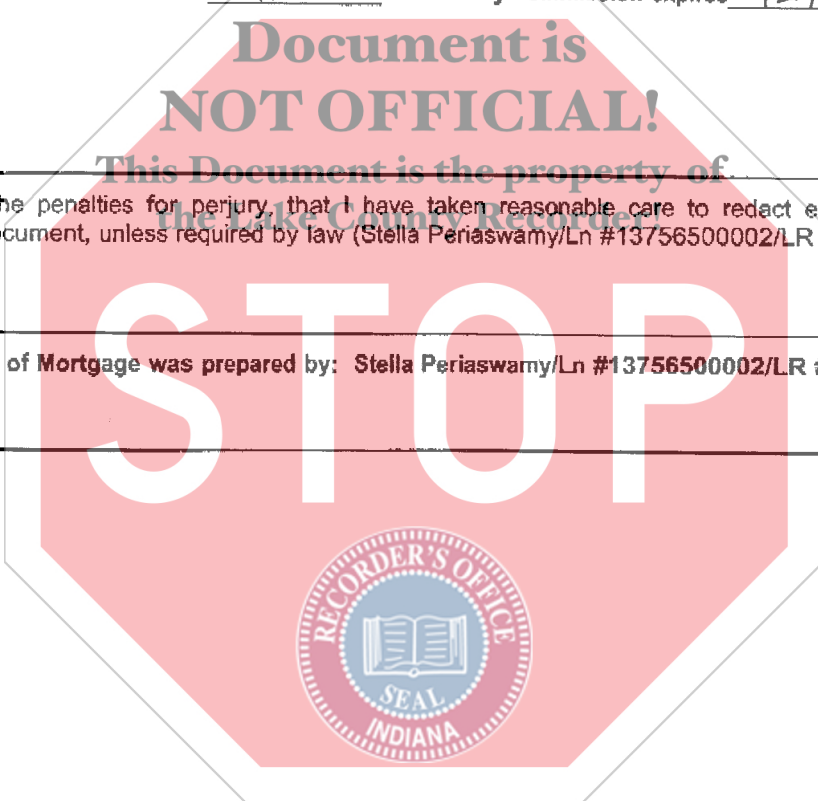
My commission expires 12/7/11

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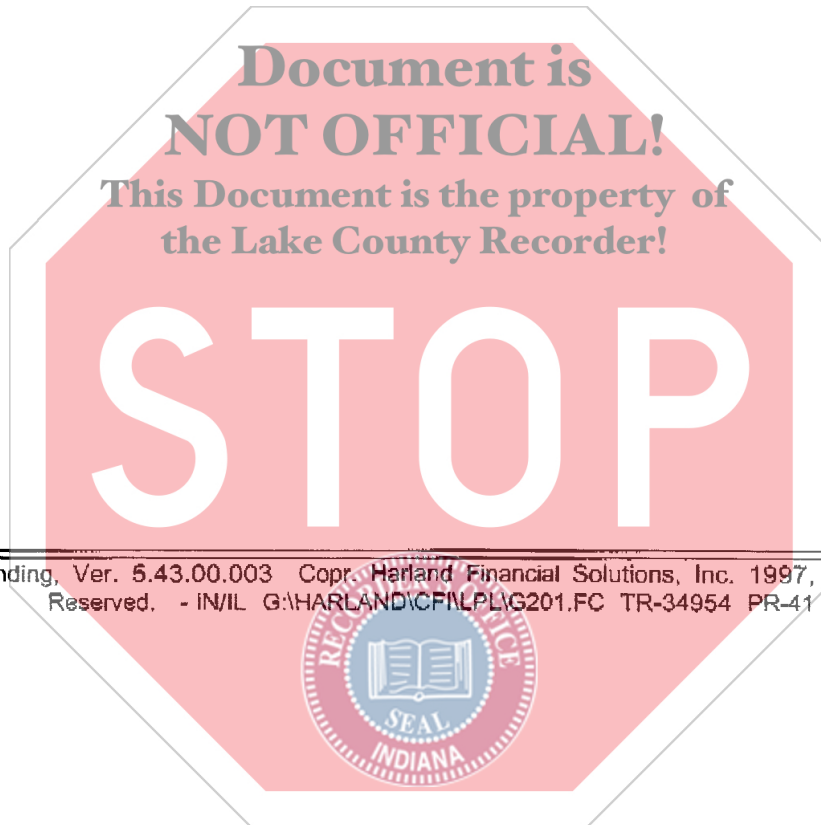
This Document is the property of \_\_\_\_\_

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 (Stella Periaswamy/Ln #13756500002/LR #65332).

This Modification of Mortgage was prepared by: Stella Periaswamy/Ln #13756500002/LR #65332



**RECORDING PAGE**



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