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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 024594

2009 APR 17 AM 8:38

MICHAEL A. BROWN
RECORDER

WHEN RECORDED MAIL TO:

Harris N.A./BLST
Attn: Collateral Management
P.O. Box 2880
Chicago, IL 60690-2880

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H25203439

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MODIFICATION OF MORTGAGE

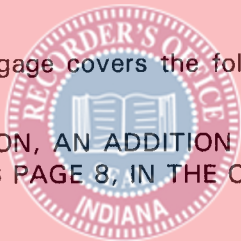
THIS MODIFICATION OF MORTGAGE dated January 31, 2009, is made and executed between Roger A. Slosser, whose address is 2300 Ramblewood Drive, Highland, IN 43255 (referred to below as "Grantor") and Harris N.A., whose address is 9801 Connecticut Drive, Suite 200, Crown Point, IN 46307 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 31, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

a Mortgage and an Assignment of All Rents dated January 31, 2006 and recorded on February 6, 2006 as Document #2006 009298 and 2006 009299, respectively, in the Lake County Recorder's Office, as may be subsequently modified from time to time, from Grantor to Lender securing the real property and improvements thereon located in Lake County, State of Indiana, as modified and amended from time to time, all the terms and conditions of which are hereby incorporated and made a part of this Note, in addition to any other collateral.

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

LOT 1, REPLAT OF SLOSSER'S ADDITION, AN ADDITION TO THE TOWN OF HIGHLAND, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 83 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,



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04878121
04878120

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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 20046839

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INDIANA.

The Real Property or its address is commonly known as 2300 Ramblewood Drive, Highland , IN 43255.

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated January 31, 2009 in the original principal amount of \$383,182.05 to Lender bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$383,182.05; (3) to amend the name of Lender to read as follows: Harris N.A., as Successor by Merger with Mercantile National Bank of Indiana, its successors and/or assigns; and (4) the following paragraphs are hereby added to the Mortgage:

Cross-Collateralization

In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES

In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future obligations and advances which Lender may make to Borrower, together with all interest thereon, whether such future obligations and advances arise out of the Note, this Mortgage or otherwise. This Mortgage also secures all modifications, extensions, and renewals of the Note, the Mortgage, or any other amounts expended by Lender on Borrower's behalf as provided for in this Mortgage.

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 JANUARY 31, 2009.

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 20046839

LENDER ACKNOWLEDGMENT

STATE OF Indiana

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COUNTY OF lake

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On this 17th day of March, 2009, before me, the undersigned Notary Public, personally appeared Eric Evans and known to me to be the Asst Vice President, authorized agent for **Harris N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Harris N.A.**, duly authorized by **Harris 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 **Harris N.A.**.

By Carol Kneifel
CAROL KNEIFEL
Notary Public in and for the State of IN

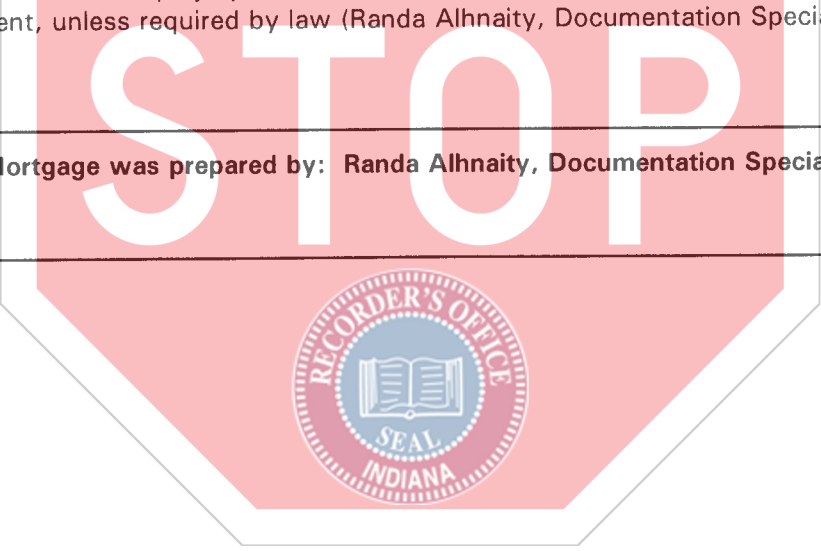
Residing at Celce
My commission expires 3/9/2015



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the Lake County Recorder!

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 (Randa Alhnaity, Documentation Specialist).

This Modification of Mortgage was prepared by: Randa Alhnaity, Documentation Specialist



MODIFICATION OF MORTGAGE
(Continued)

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GRANTOR:

X *Roger A. Slosser*
Roger A. Slosser

LENDER:

HARRIS N.A.

X *[Signature]*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake

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On this day before me, the undersigned Notary Public, personally appeared **Roger A. Slosser**, 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 17th day of March, 2009.

By *Carol Kneifel* Residing at _____

Notary Public in and for the State of _____ My commission expires _____

