

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 024596

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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Document is
MODIFICATION OF MORTGAGE
NOT OFFICIAL!

THIS MODIFICATION OF MORTGAGE dated December 11, 2008, is made and executed between John Pagorek, an individual whose address is 13231 Wicker Avenue, Cedar Lake, IN 46303 (referred to below as "Grantor") and Harris N.A., whose address is 9801 Connecticut Drive, Suite 200, Crown Point, IN 46307 (street or rural route address: 311 W. Monroe Street, 6th Floor, Chicago, IL 60606) (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 10, 2004 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on May 19, 2004 as Document #2004 041036 and rerecorded on January 21, 2005 as Document #2005 004459 in the Lake County Recorder's Office, as may be subsequently modified from time to time.

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

Part of the Southwest Quarter of the Southwest Quarter of Section 21, Township 34 North, Range 9 West, of the Second Principal Meridian, described as commencing 1030.37 feet South of the Northwest corner of said tract; thence East 132 feet; thence South 137 feet, more or less, to a point 162.43 feet North of the South line of said tract; thence West parallel to the South line of said tract 132 feet to the West line of said

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tract; thence North on said West line 137 feet, more or less, to the place of beginning, excepting therefrom that part thereof included in U. S. Highway 41, in the Town of Cedar Lake, Lake County, Indiana.

The Real Property or its address is commonly known as 13231 Wicker Avenue, Cedar Lake, IN 46303. The Real Property tax identification number is 30-24-0005-0027.

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 December 11, 2008 in the original principal amount of \$216,000.00 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 \$216,000.00; (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.

Due on Sale - Consent by Lender.

Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Indiana law.

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

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(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana

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COUNTY OF Porter



On this day before me, the undersigned Notary Public, personally appeared **John A. Pagorek**, 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 15th day of December, 2008.

By Carrie S. Bukowski Residing at Lake County

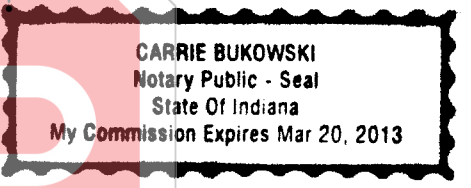
Notary Public in and for the State of Indiana My commission expires 3/20/13

Document is NOT OFFICIAL!
LENDER ACKNOWLEDGMENT
This Document is the property of the Lake County Recorder!

STATE OF Indiana

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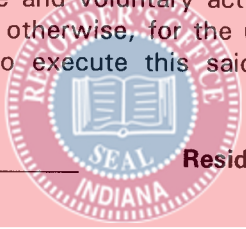
COUNTY OF Porter



On this 15th day of December, 2008, before me, the undersigned Notary Public, personally appeared ERIC EVANS and known to me to be the RELATIONSHIP MANAGER, 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 Carrie S. Bukowski Residing at Lake County

Notary Public in and for the State of Indiana My commission expires 3/20/13



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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 DECEMBER 11, 2008.

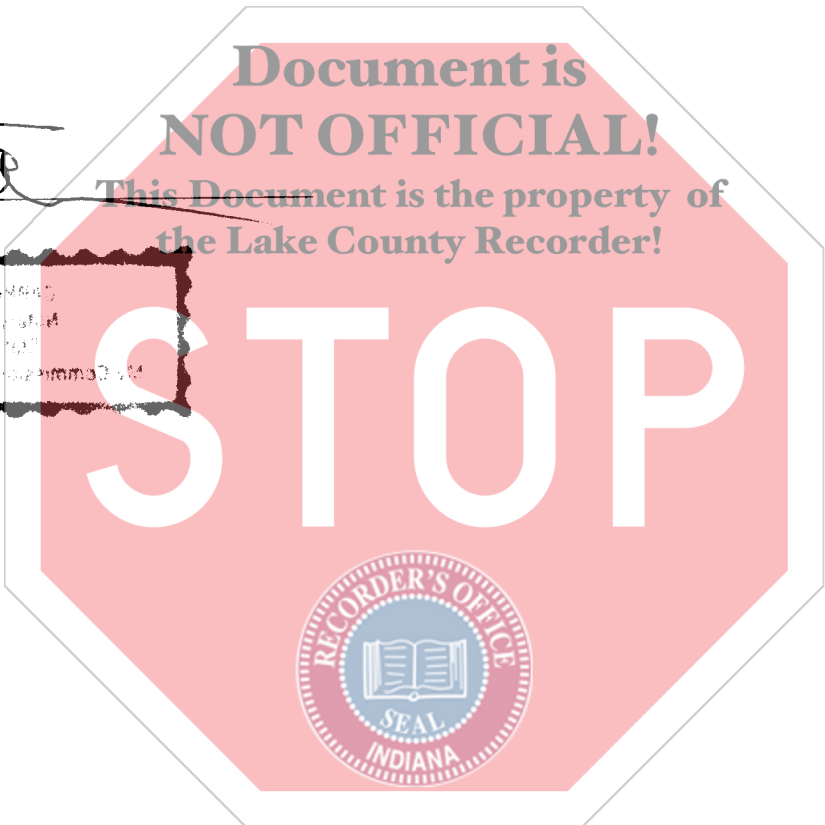
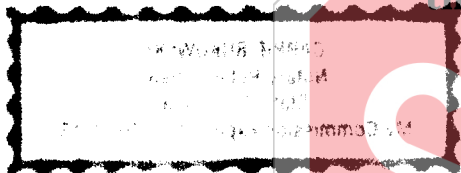
GRANTOR:

X John Pagorek
John A. Pagorek

LENDER:

HARRIS N.A.

[Signature]
Authorized Signer



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(Continued)**

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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 (Roberta Linderman, Documentation Specialist).

This Modification of Mortgage was prepared by: Roberta Linderman, Documentation Specialist

