

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 024597

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

H25 199376
05

**Document is
NOT OFFICIAL!**
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 17, 2008, is made and executed between Gloria A. Irwin, an unmarried individual, whose address is 7630 Harvest Drive, Schererville, IN 46375 (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 17, 2008 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on February 5, 2008 as Document #2008-008168 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:

LOT NUMBERED 20, BLOCK 5 AS SHOWN ON THE RECORDED PLAT OF AUTUMN CREEK RECORDED IN PLAT BOOK 84, PAGE 94 AND CERTIFICATE OF AMENDMENT RECORDED APRIL 19, 1999 IN INSTRUMENT NO. 99032799 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 7630 Harvest Drive, Schererville, IN 46375.

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

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04878119
PM

→ CT-12

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 20046931

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This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated January 17, 2008 in the original principal amount of \$46,208.98 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; and a Promissory Note dated June 16, 2007 in the original principal amount of \$50,000.00 to Lender bearing a variable interest rate based upon an index 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 \$96,208.98; and (3) the following paragraphs are hereby added to the Mortgage:

Revolving Line of Credit

Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents.

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 DECEMBER 17, 2008.

GRANTOR:

X


Glorja A. Irwin



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 20046931

LENDER:

HARRIS N.A.

[Signature]
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana

COUNTY OF Lake

YVONNE D. ROGERS
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES June 15, 2016

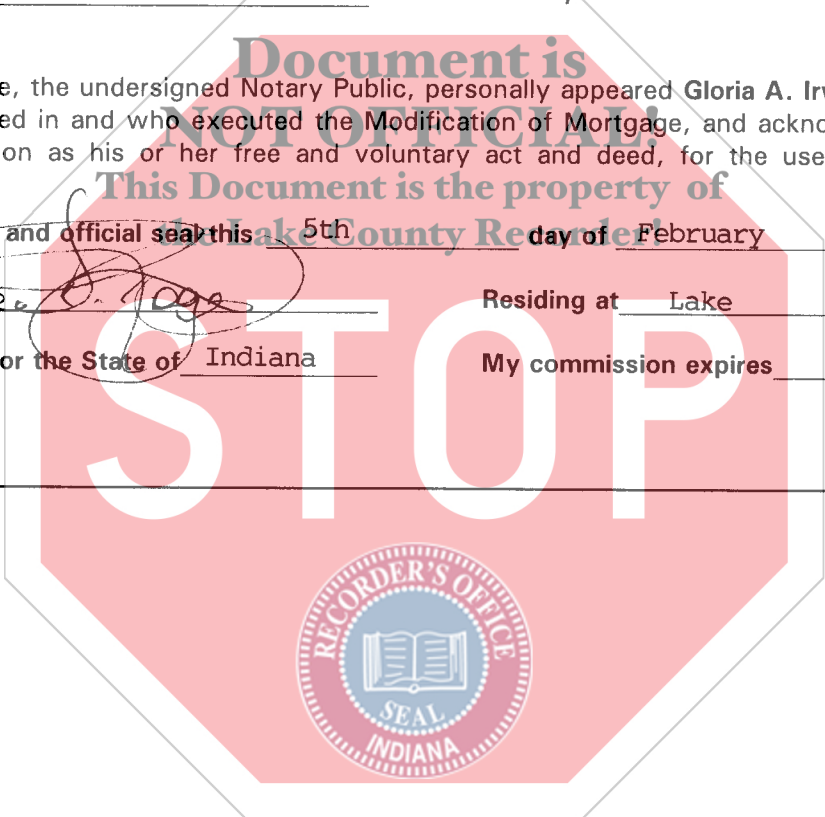
)
) SS

On this day before me, the undersigned Notary Public, personally appeared **Gloria A. Irwin**, 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 5th day of February, 2009.

By *[Signature]* Residing at Lake

Notary Public in and for the State of Indiana My commission expires June 15, 2016



MODIFICATION OF MORTGAGE
(Continued)

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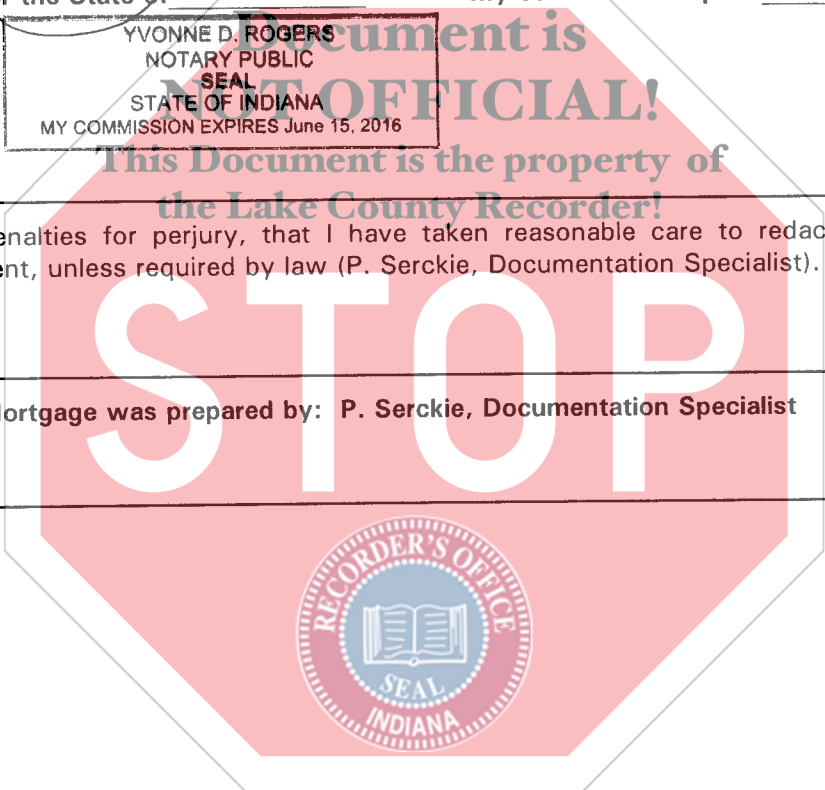
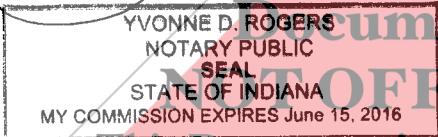
LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Porter)

On this 5th day of February, 20 09, before me, the undersigned Notary Public, personally appeared Sheri Anderson and known to me to be the AVP, 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 [Signature]
Notary Public in and for the State of Indiana

Residing at Lake
My commission expires June 15, 2016



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 (P. Serckie, Documentation Specialist).

This Modification of Mortgage was prepared by: P. Serckie, Documentation Specialist



**MODIFICATION OF MORTGAGE
(Continued)**

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