

4

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 062304

2009 SEP 11 AM 8:58

MICHAEL A. BROWN  
RECORDER

**WHEN RECORDED MAIL TO:**

Royal Savings Bank  
Main Office  
9226 S. Commercial Avenue  
Chicago, IL 60617

620094248LD

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated August 1, 2009, is made and executed between MJL Rogers, LLC (referred to below as "Grantor") and Royal Savings Bank, whose address is 9226 S. Commercial Avenue, Chicago, IL 60617 (street or rural route address: 9226 S. Commercial Avenue, \_\_\_\_\_, Chicago, IL 60617) (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 8, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

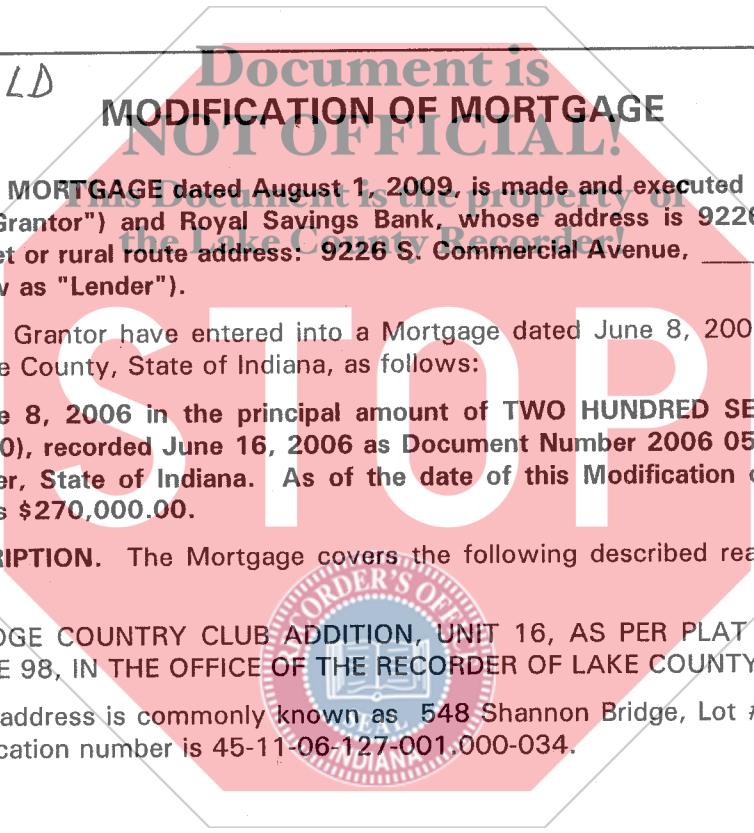
Mortgage dated June 8, 2006 in the principal amount of TWO HUNDRED SEVENTY THOUSAND AND 00/100 (\$270,000.00), recorded June 16, 2006 as Document Number 2006 051656, in the Office of the Lake County Recorder, State of Indiana. As of the date of this Modification of Mortgage, the principal balance of the Note is \$270,000.00.

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

LOT 6 IN BRIAR RIDGE COUNTRY CLUB ADDITION, UNIT 16, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 98 PAGE 98, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 548 Shannon Bridge, Lot #6, Dyer, IN 46311. The Real Property tax identification number is 45-11-06-127-001.000-034.

Chicago Title Insurance Company



\$21  
CT  
C/A

**MODIFICATION OF MORTGAGE  
(Continued)**

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

As of the date of this Modification of Mortgage, the date of the Note is August 1, 2009, in the principal amount of \$260,000.00, maturing August 1, 2012, with interest rates and all other terms and conditions provided for in the Note.


**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 AUGUST 1, 2009.**

**GRANTOR:**

**MJL ROGERS, LLC**

By:   
John M. Rogers, Member of MJL Rogers, LLC

By:   
John S. Rogers, Member of MJL Rogers, LLC

**LENDER:**

**ROYAL SAVINGS BANK**

X   
Andrew Morua, Senior Vice President



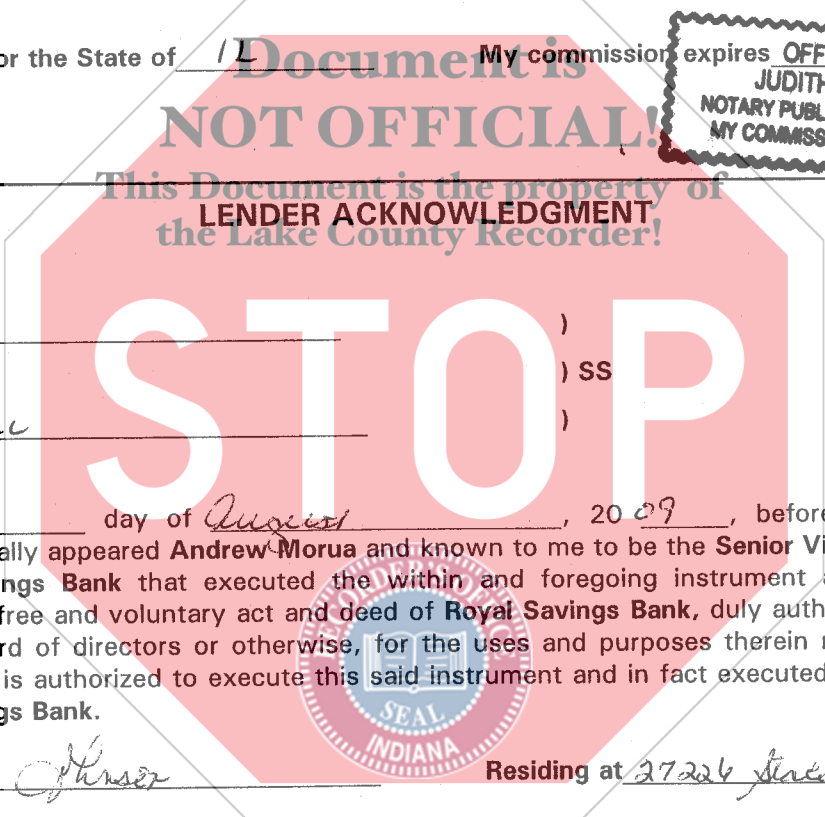
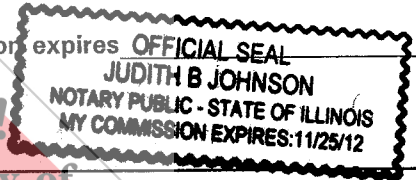
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF Will )

On this 1st day of August, 2009, before me, the undersigned Notary Public, personally appeared **John M. Rogers, Member of MJL Rogers, LLC and John S. Rogers, Member of MJL Rogers, LLC**, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company.

By Judith B Johnson Residing at 27226 State Rte Rd. Crest, IL 60417

Notary Public in and for the State of IL My commission expires 11/25/12

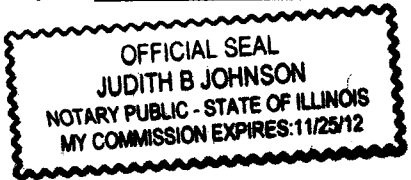


STATE OF IL )  
 ) SS  
COUNTY OF Will )

On this 1st day of August, 2009, before me, the undersigned Notary Public, personally appeared **Andrew Morua** and known to me to be the **Senior Vice President**, authorized agent for **Royal Savings Bank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Royal Savings Bank**, duly authorized by **Royal Savings Bank** 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 **Royal Savings Bank**.

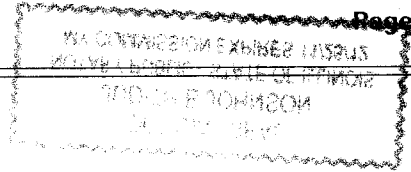
By Judith B Johnson Residing at 27226 State Rte Rd. Crest, IL 60417

Notary Public in and for the State of \_\_\_\_\_ My commission expires \_\_\_\_\_



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.  
Barbara Megguler

**MODIFICATION OF MORTGAGE  
(Continued)**



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 (C. Lindsay, Lending Services).

This Modification of Mortgage was prepared by: C. Lindsay, Lending Services

