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Prepared by and Return to:
Old Second National Bank
Loan Servicing
37 South River Street
Aurora, IL 60506
Ln# 212910362

2009 045535

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2009 JUL -7 AM 9:10
MICHAEL A. BROWN
RECORDER

2009 065296

620092839
③

MODIFICATION AGREEMENT

This Mortgage Modification Agreement ("**Agreement**") is between Heritage Bank now know as Old Second National Bank ("**Lender**") and Timm R. Rucinski, not personally but as trustee on behalf of Timm R. Rucinski, trustee of the Timm R. Rucinski trust dated July 19, 2002 ("**Borrower/Mortgagor**") and Cindi A Rucinski ("**Borrower**").

Whereas, Lender is the holder of a certain promissory note dated February 1, 2008 in the amount of \$275,000.00 executed by Borrower in favor of Lender and any and all renewals, extensions, modifications, refinancings, and replacements thereof ("**Note**").

Whereas, the Note is secured by a mortgage ("**Mortgage**") dated February 1, 2008 and recorded on February 29, 2008 in Lake County as document number 2008-015291 in the original principal amount of \$275,000.00 and is currently a valid lien on the real estate described on the attached Exhibit 'A'.

Whereas, under the Note, Borrower currently owes Lender the principal sum of \$238,025.93 plus interest, any fees, expenses, and costs.

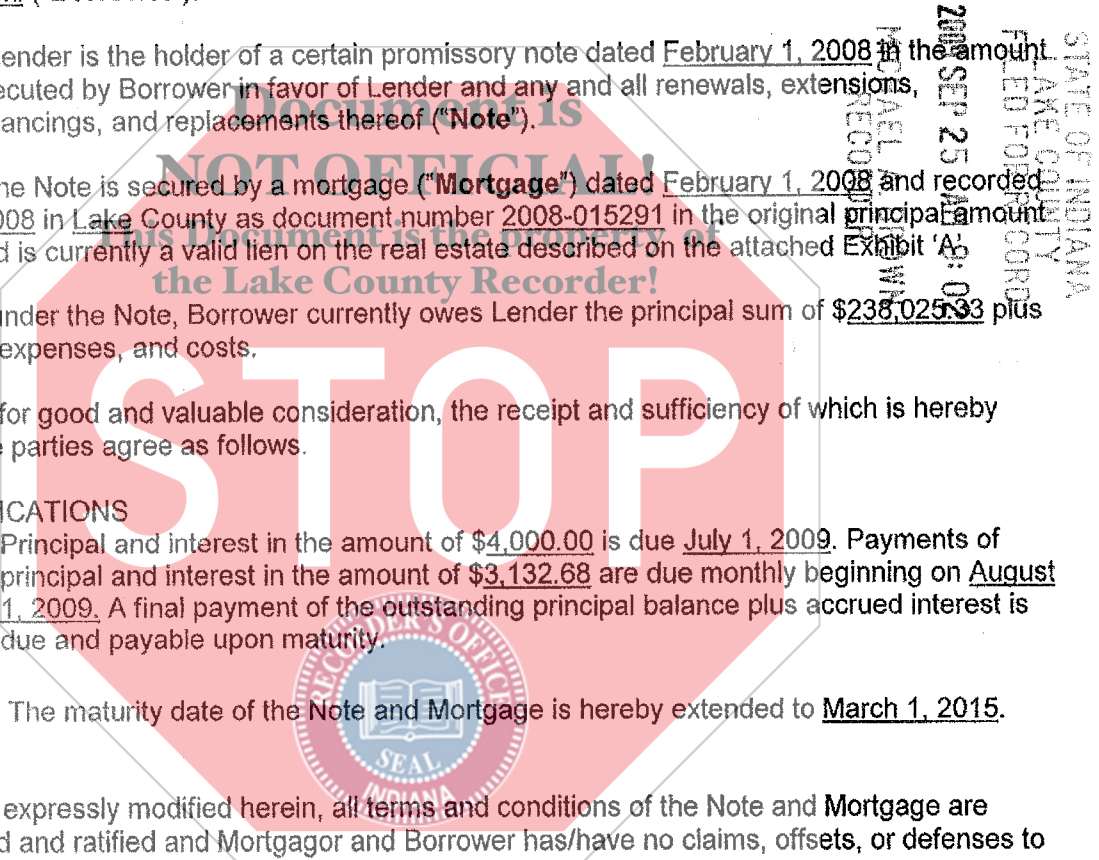
Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. MODIFICATIONS
 - a. Principal and interest in the amount of \$4,000.00 is due July 1, 2009. Payments of principal and interest in the amount of \$3,132.68 are due monthly beginning on August 1, 2009. A final payment of the outstanding principal balance plus accrued interest is due and payable upon maturity.
 - b. The maturity date of the Note and Mortgage is hereby extended to March 1, 2015.
2. Unless expressly modified herein, all terms and conditions of the Note and Mortgage are affirmed and ratified and Mortgagor and Borrower has/have no claims, offsets, or defenses to them.
3. This Agreement shall be binding on the parties' heirs, executors, representatives, successors and assigns.

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RM SM

THIS DOCUMENT IS BEING RERECORDED TO ADD SIGNATURE OF Old Second National Bank CHICAGO TITLE INSURANCE COMPANY



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
MICHAEL A. BROWN
RECORDER
2009 SEP 25 AM 9:09

Dated: June 25, 2009

Lender: Old Second National Bank

Mark Fleming S. 112
Mark Fleming- Senior Vice President

Borrower (s):
Timm R. Rucinski
Timm R. Rucinski
Cindi A. Rucinski
Cindi A Rucinski

Mortgagor (if different from Borrower):
Timm R. Rucinski
Timm R. Rucinski, as trustee

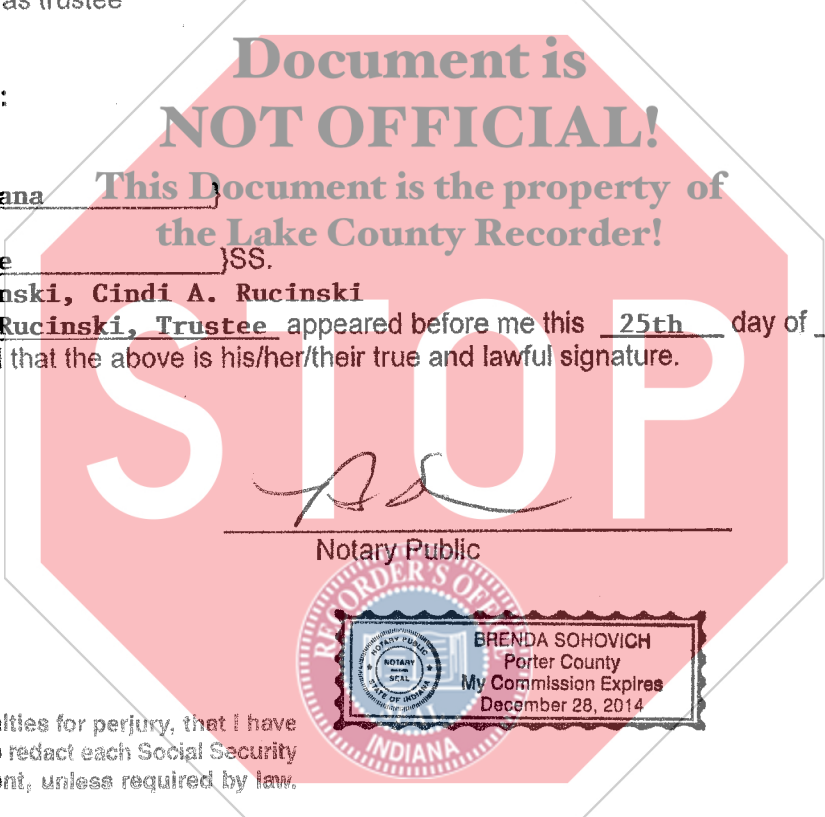
Acknowledgment:

State of Indiana

County of Lake

Timm R. Rucinski, Cindi A. Rucinski

and Timm R. Rucinski, Trustee appeared before me this 25th day of June, 2009
and acknowledged that the above is his/her/their true and lawful signature.



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 Meppeler

Exhibit A

LEGAL DESCRIPTION:

LOTS 6, 7, AND 8, BRIAR RIDGE COUNTRY CLUB, UNIT 14 TO THE TOWN OF DYER,
AS SHOWN IN PLAT BOOK 66, PAGE 33 IN THE OFFICE OF THE RECORDER OF LAKE
COUNTY, INDIANA.

P.I.N.: 12-14-0217-0007 & 12-14-0217-0006

ADDRESS: 847 KILLARNEY DRIVE, DYER, IN 46311

