RECORDATION REQUESTED BY:

Standard Bank and Trust

Company 7800 h est 95th Street Hickory Hills, IL 60457

2009 079331

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2009 DEC -1 AM 9: 49

MICHAEL A. BROWN RECORDER

WHEN RECORDED MAIL TO: Standard Bank and Trust Company 7800 West 95th Street Hickory Hills, IL 60457

SEND TAX NOTICES TO: Standard Bank and Trust Company 7800 West 95th Street Hickory Hills, IL 60457

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Mary B. Towey, Loan Documentation Specialist

Standard Bank and Trust Company

7800 West 95th Street Hickory Hills, IL 60457

THIS MODIFICATION OF MORTGAGE dated July 29, 2009, is made and executed between Robert Mendoza and Linda Mendoza, Husband and Wife, whose address is 449 Meadow Ridge, Schererville, IN 46375 (referred to below as "Grantor") and Standard Bank and Trust Company, whose address is 7800 West 95th Street, Hickory Hills, IL 60457 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 4, 1997 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage recorded June 9, 1997 as Document No. 97036745; a Modified recorded September 27, 2004 as Document No. 2004-083143, in the Office of the Recorder of Lake County, Indiana.

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

Lots 3 and 3A in St. John Industrial Park, as per Plat thereof, recorded in Plat Book 65 Page 19, in the Office of the Recorder of Lake County, Indiana.

The Real Property or its address is commonly known as 9640 Industrial Drive, St. John, IN 46373. The Real Property tax identification number is 45-11-33-177-003.000-035 & 45-11-33-326-004.000-035.

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

The interest rate on the principal balance of the Note remaining unpaid from time to time is increased to 6.750% effective July 29, 2009. Repayment and maturity date have been modified as follows: Borrower will pay this loan in 2 regular payments of \$746.79 each and one irregular last payment estimated at \$36,997.59 due October, 29, 2009, all as more fully set out in a Change in Terms Agreement of the same date herewith incorporated by this reference.

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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 29, 2009.

GRANTOR: Robert Mendoza Linda Mendoza Document is the property of LENDER: the Lake County Recorder! STANDARD BANK AND TRUST COMPANY Authorized Signer "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." Prepared by: Standard Bank and Trust Assistant Vice President

MODIFICATION OF MORTGAGE

(Continued) Loan No: 515989001 Page 3 INDIVIDUAL ACKNOWLEDGMENT MIRANDA FITZPATRIC Lake County, IN) SS My Commission Expires September 14, 2013 **COUNTY OF** 0000**000000000** On this day before me, the undersigned Notary Public, personally appeared Robert Mendoza and Linda Mendoza, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this Residing at By Notary Public in and for the State of My commission expires is the property of

LENDER ACKNOWLEDGMENT! MIRANDA FITZPATRICH Lake County, IN STATE OF \ My Commission Expires September 14, 2013) SS **COUNTY OF** 2007 before me, the undersigned Notary On this Public, personally appeared and known to me to be the , authorized agent for Standard Bank and Trust Company that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Standard Bank and Trust Company, duly authorized by Standard Bank and Trust Company through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he ar she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Standard Bank and Trust Company. By_ Residing at _/

Notary Public in and for the State of _

My commission expires