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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 081468

2009 DEC -9 AM 9:01

MICHAEL A. BROWN

<p>Mortgagor's Name and Address</p> <p>MICHAEL A. VODE</p> <hr/> <p>808 E. 61ST AVE</p> <hr/> <p>MERRILLVILLE, IN 46410</p> <hr/> <p>(“Mortgagor” whether one or more)</p>	<p>PEOPLES BANK SB</p> <p>9204 COLUMBIA AVENUE</p> <p>MUNSTER, INDIANA 46321</p> <p>(“Mortgagee”)</p>	<p>RECORDER Return to:</p> <p>PEOPLES BANK SB</p> <p>9204 COLUMBIA AVENUE</p> <p>MUNSTER, INDIANA 46321</p>
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620053883CM MORTGAGE MODIFICATION AGREEMENT

Mortgagor, for valuable consideration given by Mortgagee, the receipt and sufficiency of which is hereby acknowledged, does hereby agree that the certain Mortgage dated JUNE 16, 2006, recorded JUNE 23, 2006, in the Office of the Recorder of LAKE County, INDIANA, as Document No. 2006 053754 (herein the "Mortgage"), is hereby amended as follows:

1. **Note Modification, Renewal, Replacement or Extension.** The promissory note referenced in paragraph 1.1 on page 1 of the Mortgage in the original principal amount of \$ 600,000.00 and dated JUNE 16, 2006, (herein the "Note") has been modified as follows:
 - 1.1. **Replacement.** The Note has been replaced by Mortgagor's promissory note dated _____ in the original principal amount of \$ _____ (the "Replacement Note"). Mortgagor agrees that the Mortgage shall secure the payment of the Replacement Note, and any renewal, extension, modification, refinancing or replacement thereof, and all interest, attorney fees, and costs of collection with respect thereto. The Replacement Note is given in substitution for and not in discharge of the indebtedness evidenced by the Note.
 - 1.2. **Extension.** The maturity date of the Note has been extended to _____, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as extended.
 - 1.3. **Renewal.** The line of credit commitment evidenced by the Note has been renewed for a _____ day month year period. The Note shall remain in full force and shall mature on _____, on which date the entire unpaid balance of principal and accrued but unpaid interest shall be due and payable without notice or demand. Mortgagor agrees that the Mortgage shall secure the payment of the Note as renewed.
 - 1.4. **Modification.** The Note has been modified as follows:

SEE ATTACHED "SCHEDULE A"

Chicago Title Insurance Company

Mortgagor agrees that the Mortgage shall secure the payment of the Note as modified.

ct 21-
BS

2. **Additional Indebtedness Secured by Mortgage.** In addition to the obligations referred to in the Mortgage it shall also secure payment of that certain promissory note executed by _____ dated _____ in the original principal amount of \$ _____, which note matures on _____, together with all advances made from time to time thereunder, and any and all renewals, modifications, replacements and extensions thereof and all interest, attorney fees, and costs of collection with respect thereto.

3. **Additional Modification.** The Mortgage is further modified as follows:

3.1. **Modification to Existing Mortgage Provision.** Paragraph _____ of the Mortgage is amended to provide as follows:

3.2. **Addition of Additional Mortgage Provision.** The following provision is added to the Mortgage as paragraph _____:

3.3. **Deletion of Mortgage Provision.** Paragraph _____ is hereby deleted from the Mortgage.

4. **Miscellaneous.** The Mortgagor further agrees as follows:

- A. All terms and conditions of the Mortgage not expressly deleted or amended by this Mortgage Amendment Agreement shall remain in full force and effect to the extent not expressly inconsistent herewith.
- B. This Mortgage Amendment Agreement shall in all respects be governed by and construed in accordance with the substantive laws of the State of Indiana.
- C. This Mortgage Amendment Agreement shall be binding upon the respective heirs, successors, administrators and assigns of the Mortgagor.

EXECUTED and delivered in Lake County, Indiana this 24TH day of NOVEMBER, 2009.



MICHAEL A VODE



[To be used with individual mortgagor(s)]

STATE OF INDIANA)
) SS:
LAKE COUNTY)

ACKNOWLEDGMENT

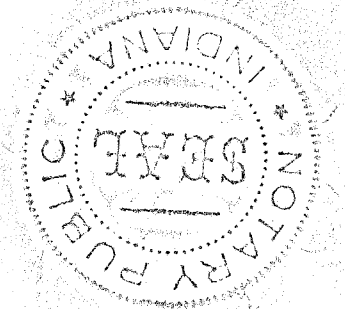
Before me, a Notary Public in and for said County and State personally appeared MICHAEL A VODE
_____, and acknowledged
the execution of the above and foregoing Mortgage Modification Agreement this 24TH day of NOVEMBER, 2009.



DANIEL DUNCAN

Notary Public,

Residing in LAKE County, Indiana
My Commission Expires: 8-7-2014

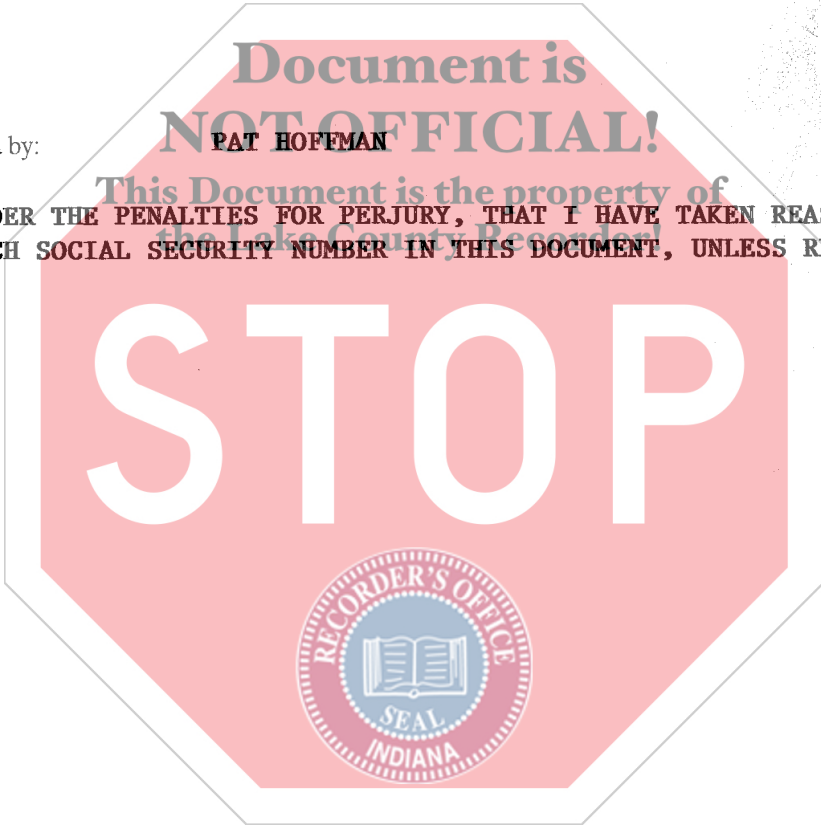


This instrument was prepared by:

Document is NOT OFFICIAL!
PAT HOFFMAN

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.


PAT HOFFMAN



"Schedule A"
To Mortgage Modification Agreement
Dated November 24th, 2009

As of November 24, 2009, the current balance of the loan is \$552,120.07. Peoples Bank has extended \$61,219.70 to pay delinquent real estate taxes. The original loan balance was \$600,000.00. As a result of Peoples Bank paying delinquent real estate taxes, Peoples Bank has increased the current balance of the loan from \$552,120.07 to the original balance of \$600,000.00., leaving a deficient real estate tax escrow account of \$13,339.77.

Beginning November 16, 2009, borrower will begin to make monthly principal and interest payments in the amount of \$4,397.16. The payment is based upon the new balance of \$600,000.00 amortized over 20 years at the current interest rate of 5.97%. The original maturity date of the note of June 26, 2016 is unchanged. Borrower agrees to establish an escrow account for payment of real estate taxes. The escrow payment beginning November 16, 2009 will be ~~\$1,052.84~~ ^{\$1,502.84} *MAV*. Principal and interest payments and escrow payments may change from time to time based on original loan documents and real estate tax payments.


Michael A. Vode

