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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 082142

2009 DEC 11 AM 9:18

Prepared by & MAIL TO:
Sheila Langenfeld ←
Peotone Bank & Trust Co.
200 W. Corning Avenue
Peotone, IL 60468

MICHAEL A. BROWN
RECORDER

713680
(12106)

MODIFICATION & EXTENSION AGREEMENT

AGREEMENT made this **1st day of November, A.D., 2009** between Peotone Bank and Trust Company, a banking corporation, organized and existing under the laws of the State of Illinois, party of the first part and **Robert Gross and Janice Gross**, husband and wife, of the County of **Lake**, State of **Indiana**, party of the second part witnesseth:

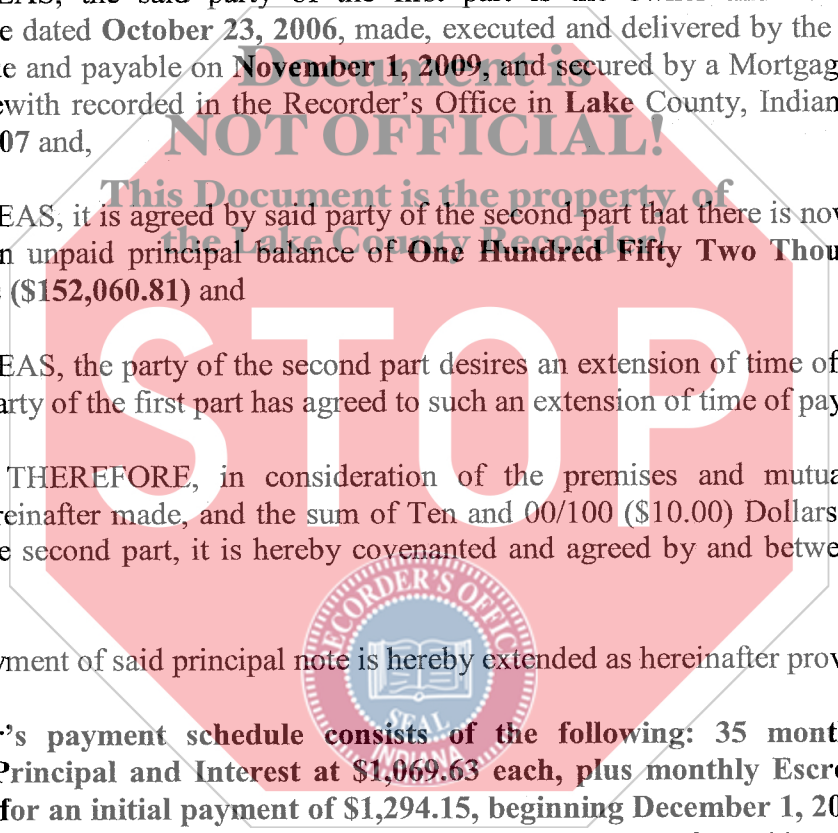
WHEREAS, the said party of the first part is the owner and holder of a certain promissory note dated **October 23, 2006**, made, executed and delivered by the said party of the second part, due and payable on **November 1, 2009**, and secured by a Mortgage dated **October 23, 2009**, therewith recorded in the Recorder's Office in **Lake County, Indiana**, as **Document No. 2006-095507** and,

WHEREAS, it is agreed by said party of the second part that there is now due and owing on said note an unpaid principal balance of **One Hundred Fifty Two Thousand Sixty and 81/100 Dollars (\$152,060.81)** and

WHEREAS, the party of the second part desires an extension of time of payment of said note, and the party of the first part has agreed to such an extension of time of payment.

NOW, THEREFORE, in consideration of the premises and mutual promises and agreements hereinafter made, and the sum of Ten and 00/100 (\$10.00) Dollars in hand paid by the party of the second part, it is hereby covenanted and agreed by and between the parties as follows:

1. Time for payment of said principal note is hereby extended as hereinafter provided.
2. Borrower's payment schedule consists of the following: 35 monthly consecutive payments of Principal and Interest at \$1,069.63 each, plus monthly Escrow payments of \$224.52 each, for an initial payment of \$1,294.15, beginning December 1, 2009 with interest calculated on the unpaid principal balance at an interest rate of 7.25%; and one payment of all outstanding principal plus interest due November 1, 2012, together with any other unpaid amounts under the Note.



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3. Late charges are to be 5% of the late payment or \$10.00 whichever is greater, after 10 days of the scheduled payment.


4. That the aforesaid payments and interest shall be secured by the Mortgage recorded as **Document No. 2006-095507** in the same manner as if the changes herein had been specifically described therein and that the Mortgage and all the provisions, stipulations, powers, terms and covenants therein shall be in full force and effect except as hereby modified.

It is expressly understood and agreed by the party of the second part that they shall perform and observe all the covenants, agreements and conditions as otherwise provided in said Mortgage heretofore executed by them and recorded in said Recorder's office as **Document No. 2006-095507**.

This agreement shall be binding upon the successors or assigns of the party of the first part and the heirs, executors, administrators and assigns of the party of the second part.

IN WITNESS WHEREOF, the party of the first part hath hereunto caused its corporate seal to be affixed and this agreement to be signed by its Sr. Vice President and attested by its Assistant Vice President and the party of the second part has hereunto set her hand and seal the day and year first above written.

PEOTONE BANK AND TRUST COMPANY
PEOTONE, ILLINOIS

By: 
G. Duane Carder, Sr. Vice President

Attest: 
James A. Petreikis, Jr., Asst. Vice President



...See Legal Description on Exhibit "A" attached...

LEGAL DESCRIPTION

Loan No. 713680

Commonly known as: 12106 Belshaw Road, Lowell, IN 46356

Permanent Tax Identification: Unit #10, Key #01-0011-0051 and
01-0011-0007

Legal Description:

PARCEL 1: PART OF THE SOUTHWEST QUARTER OF SECTION 5 AND PART OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 32 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS EAST, 777.63 FEET, ALONG THE SOUTH LINE OF SAID SECTION 5, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 04 MINUTES 41 SECONDS EAST, 565.24 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 5, NORTH 89 DEGREES 49 MINUTES 08 SECONDS EAST, 535.50 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE SOUTH 00 DEGREES 04 MINUTES 41 SECONDS WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, 407.05 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVED TO THE NORTHWEST HAVING A RADIUS OF 2,360.61 FEET, A CENTRAL ANGLE OF 14 DEGREES 05 MINUTES 28 SECONDS AND AN ARC LENGTH OF 580.536 FEET, TO A POINT OF NON-TANGENCY LYING IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 32 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 04 MINUTES 41 SECONDS EAST 59.76 FEET, TO THE POINT OF BEGINNING.

PARCEL 2: PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 32 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5; THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 5, 777.63 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 41 SECONDS EAST, 565.24 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 04 MINUTES 41 SECONDS EAST, 450 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS EAST, 535.50 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 41 SECONDS WEST, 450 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 08 SECONDS WEST 535.50 FEET, TO THE POINT OF BEGINNING.

EXCEPTING FROM PARCELS 1 AND 2; PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5 AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, ALL IN TOWNSHIP 32 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN WEST CREEK TOWNSHIP, LAKE COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5, WHICH IS ALSO THE NORTHWEST CORNER OF SAID SECTION 8; THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS EAST, 777.63 FEET ALONG THE SOUTH LINE OF SAID SECTION 5, WHICH IS ALSO THE NORTH LINE OF SAID SECTION 8; THENCE NORTH 00 DEGREES 04 MINUTES 41 SECONDS EAST, 281.87 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 09 SECONDS EAST, 125.60 FEET TO A 3/4 INCH IRON PIPE TOPPED WITH A YELLOW DISC AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88 DEGREES 13 MINUTES 09 SECONDS EAST, 11.48 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 41 SECONDS EAST, 738.06 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 08 SECONDS EAST, 398.50 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 41 SECONDS WEST, 857.06 FEET TO THE CENTER LINE OF THE 80 FOOT RIGHT OF WAY OF BELSHAW ROAD (INDIANA STATE ROUTE 2); THENCE SOUTHWESTERLY ALONG SAID CENTER LINE CURVE CONCAVED TO THE NORTHWEST AND HAVING A RADIUS OF 2,360.61 FEET, A CENTRAL ANGLE OF 11 DEGREES 37 MINUTES 04 SECONDS AND AN ARC LENGTH OF 478.656 FEET, INTO SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8; THENCE NORTH 05 DEGREES 35 MINUTES

42 SECONDS EAST, 305.90 FEET MORE OR LESS INTO SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5 TO THE POINT OF BEGINNING.

LENDER'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)
County of Will)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **G. Duane Carder**, Senior Vice President and **James A. Petreikis, Jr.**, Assistant Vice President personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the right of homestead.

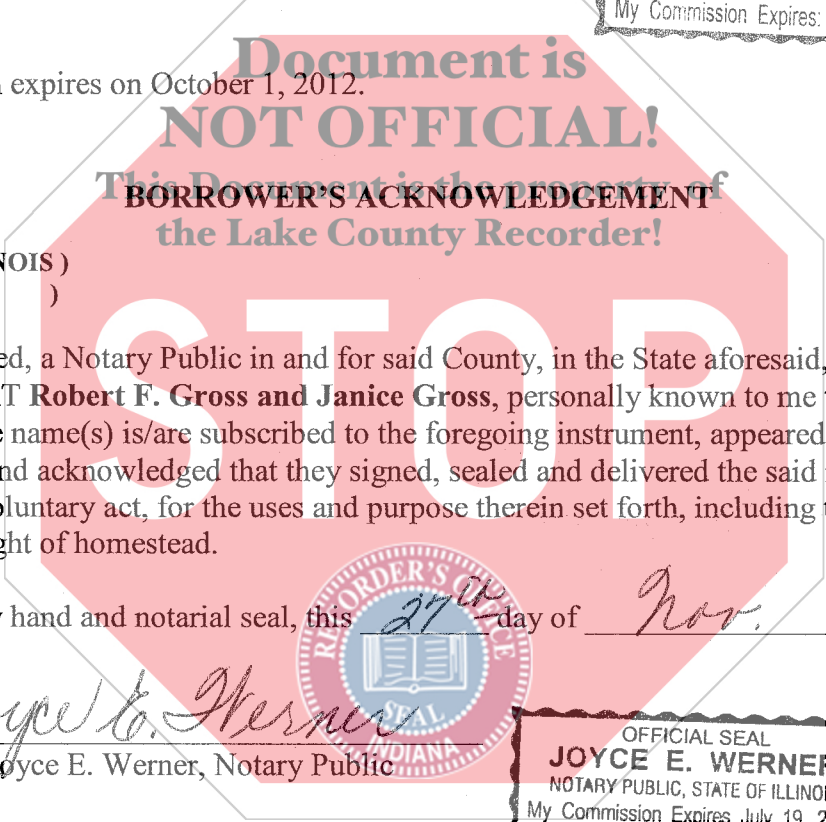
Given under my hand and notarial seal, this 15th day of DECEMBER, 2009.

Sheila Langenfeld.
Sheila Langenfeld, Notary Public



(Seal)

My commission expires on October 1, 2012.



STATE OF ILLINOIS)
County of Will)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Robert F. Gross and Janice Gross**, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purpose therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 27th day of Nov., 2009.

Joyce E. Werner
Joyce E. Werner, Notary Public



(Seal)

My commission expires on July 19, 2013.