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CAS ACTION OF FILER

RECORDATION REQUESTED BY: Standard Bank and Trust Company 7800 West 95th Street Hickory Hills, IL 60457

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

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 5, 2009, is made and executed between Richard P. Bellich and Dianne M. Bellich, husband and wife, whose address is 1338 West 95th Place, Crown Point, IN 46307 (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 February 25, 2009 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Junior Mortgage and Assignment of Rents recorded March 10, 2009, as Document Numbers: 2009-014682 and 2009-014683 respectively, 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:

LOT 46 IN STRATFORD ESTATES UNIT 3, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 71 PAGE 59, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 1338 West 95th Place, Crown Point, IN 46307. The Real Property tax identification number is 45-12-33-178-007.000-029.

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

# MODIFICATION OF MORTGAGE (Continued)

Loan No: 4053760001 (Continued) Page 2

The interest rate on the principal balance of the Note remaining unpaid from time to time will increase to Lender's Prime Rate plus 2.000% floating, Floor of 6.500% per annum, no ceiling. Repayment and maturity date have been modified as follows: Borrower will pay this loan in regular monthly payments of all accrued unpaid interest due as of the payment date 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 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 DECEMBER 5, 2009.

GRANTOR:

Document is

OT OFFICIAL!

This Document is the property of

Richard P. Bellich

LENDER:

STANDARD BANK AND TRUST COMPANY

Authorized Signer

Page 3

# MODIFICATION OF MORTGAGE (Continued)

Loan No: 4053760001

INDIVIDUAL ACKNOWLEDGMENT		
STATE OF <u>ludions</u> COUNTY OF <u>halu</u>	) ) SS )	MIRANDA FITZPATRICK  Lake County, IN  SEAL  My Commission Expires  September 4, 2013
On this day before me, the undersigned Notary Public, person the individual described in and who executed the Modification signed the Modification as his or her free and voluntary act and Given under my hand and official seal this	ion of Mortgage, d deed, for the use	and acknowledged that he or she
Civen under my name and ometar sear time	day 51 22	DA N
Ву	Residing at	Take County
Notary Public in and for the State of Mde our	My commission	n expires $9/(4/20/3)$
Docume	ent is	/· /
LENDER ACKNO	WLEDGMENT	
On this Public, personally appeared, authorized agent for Standard Bank and True instrument and acknowledged said instrument to be the free Trust Company, duly authorized by Standard Bank and otherwise, for the uses and purposes therein mentioned, and this said instrument and in fact executed this said instrument of By  Notary Public in and for the State of	Recorder!  ) SS ) , 20	pefore me, the undersigned Notary to be the texecuted the within and foregoing t and deed of Standard Bank and my through its board of directors on the or she is authorized to execute ard Bank and Trust Company.

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 (Mary B. Towey, Loan Documentation Specialist).

This Modification of Mortgage was prepared by: Mary B. Towey, Loan Documentation Specialist



### **RECORDING PAGE**

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