

2009 068719

INDIANA
LAKE COUNTY
FILED FOR RECORD
2009 OCT 13 AM 8:41
MICHAEL A BROWN
RECORDER

2010 017846

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

*** This document is being re-recorded to show document numbers for mortgage and assignment of rents.

THIS MODIFICATION OF MORTGAGE dated September 25, 2009, is made and executed between Joseph C. Mattingly and Faye M. Kostidis, Husband and Wife, whose address is 4750 W. 125th Ave., 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:

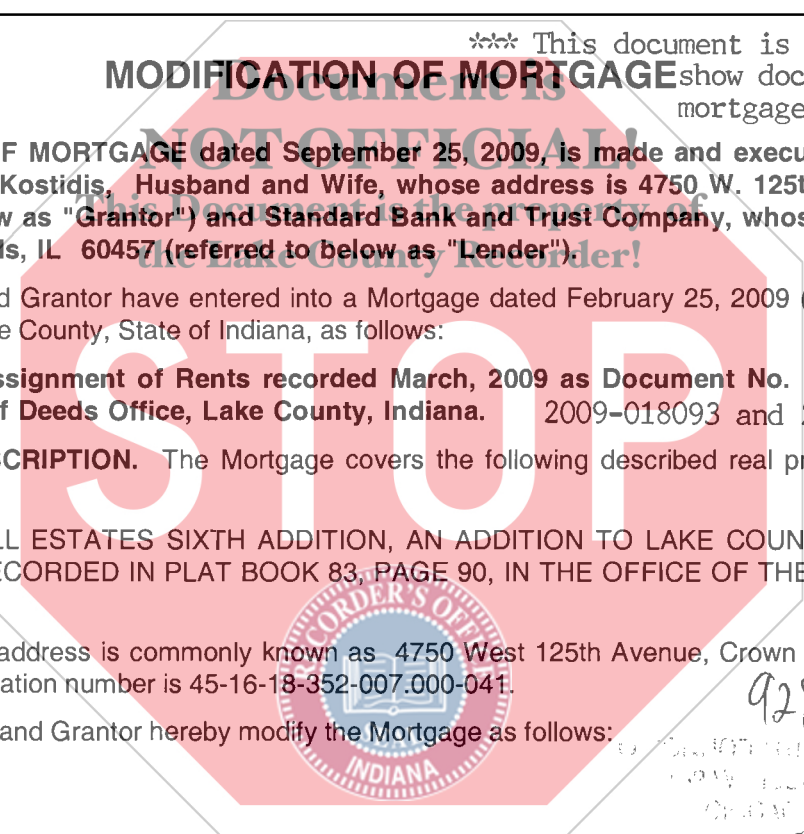
A Mortgage and Assignment of Rents recorded March, 2009 as Document No. *** and in the Lake County Recorder of Deeds Office, Lake County, Indiana. 2009-018093 and 2009-018094

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

LOT 53 IN BUCKHILL ESTATES SIXTH ADDITION, AN ADDITION TO LAKE COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 83, PAGE 90, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 4750 West 125th Avenue, Crown Point, IN 46307. The Real Property tax identification number is 45-16-18-352-007.000-041.

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



INDIANA
LAKE COUNTY
FILED FOR RECORD
2009 MAR 23 AM 10:29
MICHAEL A BROWN
RECORDER

9281-0103
10061-0169 \$20
\$23
CK# 38598
CK# 37912
GA

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 4053770001

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The principal balance of the Note remaining unpaid from time to time is increased to \$75,000.00 effective September 25, 2009. Repayment is as follows: Borrower will pay this loan in 12 monthly payments of all accrued interest due as of the payment date and one irregular last payment estimated at \$75,145.83 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.

BUSINESS PURPOSES. The security interest granted herein is granted to further the business purposes of Grantor and is not given to secure household, family or consumer obligations.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 25, 2009.

GRANTOR:

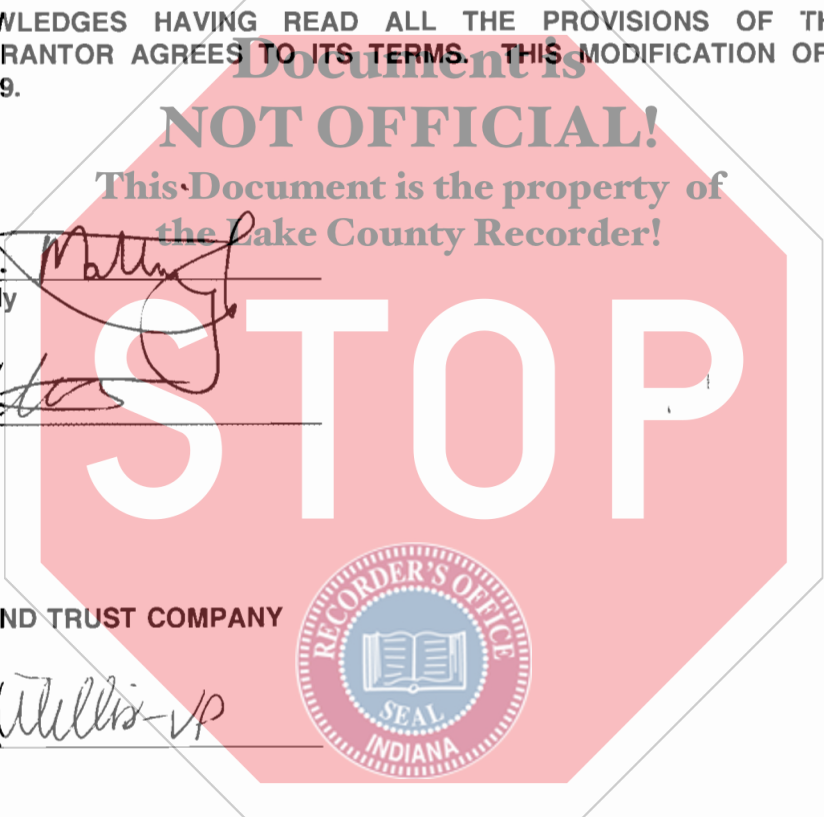
X Joseph C. Mattingly
Joseph C. Mattingly

X Faye M. Kostidis
Faye M. Kostidis

LENDER:

STANDARD BANK AND TRUST COMPANY

X [Signature]
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

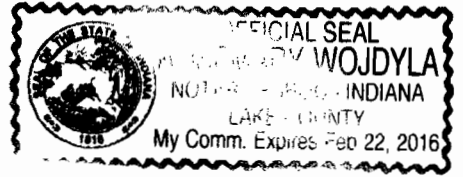
Loan No: 4053770001

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA
COUNTY OF LAKE

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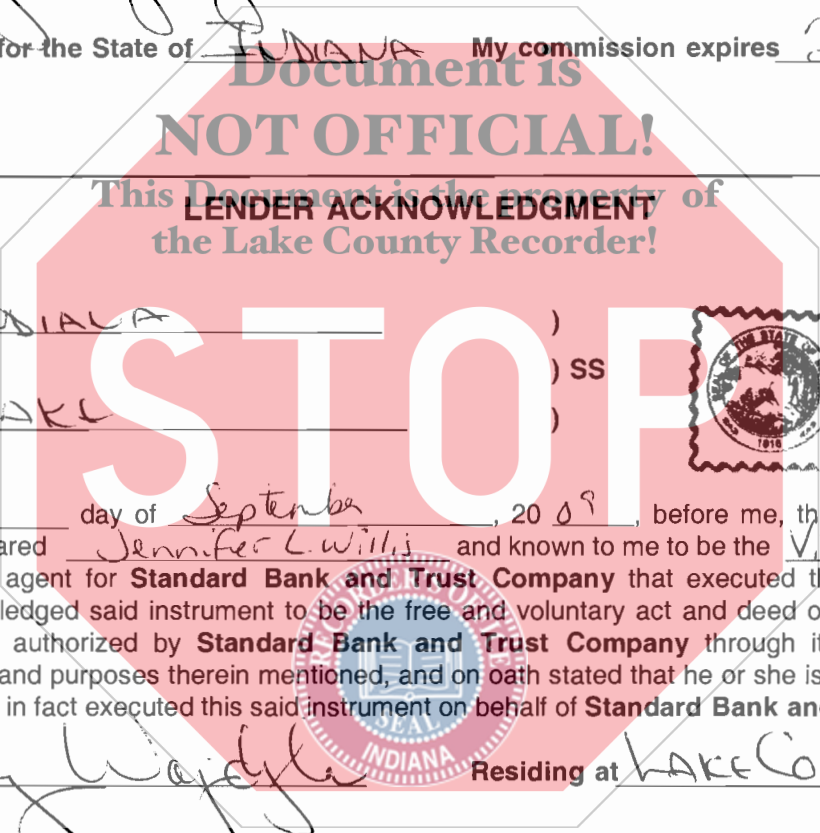


On this day before me, the undersigned Notary Public, personally appeared **Joseph C. Mattingly and Faye M. Kostidis**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of September, 20 09

By Rosemary Wojdyla Residing at LAKE COUNTY, IN

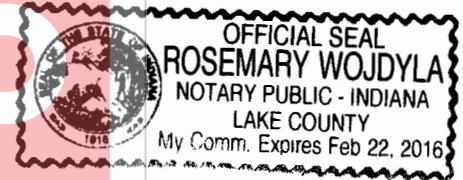
Notary Public in and for the State of INDIANA My commission expires 2-22-2016



LENDER ACKNOWLEDGMENT

STATE OF INDIANA
COUNTY OF LAKE

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) SS
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On this 29th day of September, 20 09, before me, the undersigned Notary Public, personally appeared Jennifer L. Willis and known to me to be the Vice President, 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 or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **Standard Bank and Trust Company**.

By Rosemary Wojdyla Residing at LAKE COUNTY, IN

Notary Public in and for the State of INDIANA My commission expires 2-22-2016

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 4053770001

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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 (Sandra A. Kelly, Assistant Vice President).

This Modification of Mortgage was prepared by: Sandra A. Kelly, Assistant Vice President

