

5

2010 055788

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 SEP 27 AM 9:16

MICHELLE R. FAJMAN
RECORDER

RECORDATION REQUESTED BY:

State Farm Bank, F.S.B.
Bank Loan Center
One State Farm Plaza
Bloomington, IL 61710

~~WHEN RECORDED MAIL TO:~~

State Farm Bank, F.S.B.
P O Box 5961
Madison, WI 57305-0961

SEND TAX NOTICES TO:

ANDREW MICHAEL KUSEK, JR.
LOUISE B. KUSEK
9448 FARMER DR
HIGHLAND, IN 46322-2957

RETURN TO:
WORLDWIDE RECORDING, INC.
9801 LEGLER RD
LENEXA, KS 66219
1-800-316-4682

MODIFICATION OF MORTGAGE

10 RL 56273
10 NL 33844

10 RL 15702

THIS **MODIFICATION OF MORTGAGE** dated August 23, 2010, is made and executed between **ANDREW MICHAEL KUSEK, JR.** and **LOUISE B. KUSEK**; as Husband and Wife (referred to below as "Grantor") and State Farm Bank, F.S.B., whose address is One State Farm Plaza, Bloomington, IL 61710 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 1, 2003 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

RECORDED IN THE AMOUNT OF \$43,000.00 ON SEPTEMBER 23, 2003 AS DOCUMENT NUMBER 2003 100323 IN THE LAKE COUNTY RECORDS.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 9448 FARMER DR, HIGHLAND, IN 46322-2957. The Real Property tax identification number is 45-07-28-426-035.000-026 16-27-0331-0022.

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

AMOUNT \$ 23.00
CASH _____ CHARGE _____
CHECK # 039163
OVERAGE 1.00
COPY _____
NON-COM _____
CLERK Cp

E

**MODIFICATION OF MORTGAGE
(Continued)**

THE MATURITY DATE SHALL BE EXTENDED TO SEPTEMBER 30, 2035.

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.

ADDITIONAL EVENT OF DEFAULT/ACCELERATION. We can terminate your Credit Line Account and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if the property is not owner occupied as your primary residence.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 23, 2010.

GRANTOR:

x Andrew Michael Kusek, Jr.
ANDREW MICHAEL KUSEK, JR.

x Louise B. Kusek
LOUISE B. KUSEK

LENDER:

STATE FARM BANK, F.S.B.

x Steven W. Hahn
Authorized Signer
STEVEN W. HAHN
HOME EQUITY MANAGER

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IN)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **ANDREW MICHAEL KUSEK, JR.**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23 day of August, 2010.
By Debra Rayner Residing at 173 Fraser Ln Hobart
Notary Public in and for the State of IN My commission expires 8-31-14

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IN)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **LOUISE B. KUSEK**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of August, 2010.
By Debra Rayner Residing at 173 Fraser Ln Hobart
Notary Public in and for the State of IN My commission expires 8-31-14

MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Missouri

COUNTY OF St. Louis



On this 27 day of August, 2010, before me, the undersigned Notary Public, personally appeared Steven W. Hahn and known to me to be the Name Eq. Mgr., authorized agent for **State Farm Bank, F.S.B.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **State Farm Bank, F.S.B.**, duly authorized by **State Farm Bank, F.S.B.** 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 **State Farm Bank, F.S.B.**

By Nicole Baldwin
Notary Public in and for the State of Missouri

Residing at St. Louis County
My commission expires July 25, 2011

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 (LAURYN BEASLEY, HOME EQUITY REPRESENTATIVE).

Laurnyn Beasley ORT

This Modification of Mortgage was prepared by: LAURYN BEASLEY, HOME EQUITY REPRESENTATIVE
State Farm Bank, F.S.B.
P.O. Box 5901, Madison, WI 53705-0901

Exhibit A (1 of 1)
Legal Description

THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, AND STATE OF INDIANA:

LOT 22, BLOCK 13, ELLENDALE 4TH ADDITION TO THE TOWN OF HIGHLAND, AS SHOWN IN PLAT BOOK 34, PAGE 95, IN LAKE COUNTY, INDIANA.

BEING THE SAME PROPERTY CONVEYED TO \ANDREW MICHAEL KUSEK, JR. AND LOUISE B. KUSEK, HUSBAND AND WIFE\ BY \WARRANTY DEED\ FROM \ANDREW MICHAEL KUSEK, JR., A MARRIED MAN AND ROSALIE KUSEK, A DECEASED WOMAN, WHO ACQUIRED TITLE AS HUSBAND AND WIFE\ AS RECORDED \11/25/2003\ AS DOCUMENT \2003126411\.

TAX ID: \45-07-28-426-035.000-026\

COMMONLY KNOWN AS: \9448 FARMER DR, HIGHLAND, IN 46322\

|L. Taxes for \2009\: SEMI-ANNUAL

Tax Type: \REAL ESTATE\

Assessed Value: \$\139,900.00\

Amount: 1ST HALF \$\639.45\
2ND HALF \$\639.45\.

Tax ID #: \45-07-28-426-035.000-026\

Status: 1ST HALF \PAID\
2ND HALF \DUE\.

Tax Due Dates: 1ST HALF due date \05/10/2010\
2ND HALF due date \11/10/2010\

Subject to any special assessments, or unpaid utilities included, but not limited to sewer and water.