

4

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

**RECORDATION REQUESTED BY:**

First National Bank of Illinois  
MAIN BRANCH  
3256 Ridge Rd  
Lansing, IL 60438

2010 061333

2010 OCT 21 AM 9:30

MICHELLE S. FAJMAN  
RECORDER

**WHEN RECORDED MAIL TO:**

First National Bank of Illinois  
MAIN BRANCH  
3256 Ridge Rd  
Lansing, IL 60438

**FOR RECORDER'S USE ONLY**

**This Modification of Mortgage prepared by:**

Ivy J. Drobac, Vice President  
First National Bank of Illinois  
3256 Ridge Rd  
Lansing, IL 60438

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated September 30, 2010, is made and executed between First National Bank of Illinois, not personally but as Trustee on behalf of First National Bank of Illinois Trust No. 6189 (referred to below as "Grantor") and First National Bank of Illinois, whose address is 3256 Ridge Rd, Lansing, IL 60438 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated November 27, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded in Lake County State of Indiana on December 28, 2006, as Document # 2006 113515 .

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

LOT 2, BRIARWOOD COMMONS, AN ADDITION TO THE TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 93, PAGE 72, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 2101-2125 Northwinds Dr, Dyer, IN 46311. The Real Property tax identification number is 45-11-18-202-001.000-034.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means the Promissory Note dated September 30, 2010, in the original principal amount of \$1,100,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory notes or credit agreements.

**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

92F069513

FIDELITY NATIONAL TITLE  
INSURANCE COMPANY  
Crown Point, Indiana

21<sup>st</sup> FN  
RB

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 SEPTEMBER 30, 2010.

GRANTOR:

FIRST NATIONAL BANK OF ILLINOIS TRUST NO. 6189

FIRST NATIONAL BANK OF ILLINOIS, not personally but as Trustee under that certain trust agreement dated 12-20-2007 and known as First National Bank of Illinois Trust No. 6189.

By: Lisa Morris  
Lisa Morris, A.V.P. & Trust Officer of First National Bank of Illinois

By: Robert T. Bresnahan  
Robert T. Bresnahan, A.V.P. & Trust Officer of First National Bank of Illinois

LENDER:

FIRST NATIONAL BANK OF ILLINOIS

X  
[Signature]  
Authorized Signer

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 0011

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

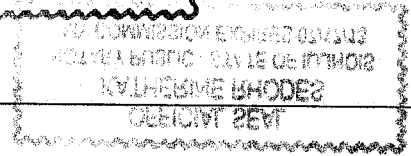
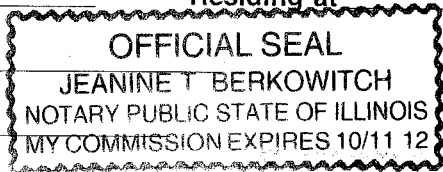
On this 6<sup>th</sup> day of OCTOBER, 2010 before me, the undersigned Notary Public, personally appeared **Lisa Morris, A.V.P. & Trust Officer of First National Bank of Illinois, Trustee of First National Bank of Illinois Trust No. 6189** and **Robert T. Bresnahan, A.V.P. & Trust Officer of First National Bank of Illinois, Trustee of First National Bank of Illinois Trust No. 6189**, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *[Signature]*

Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 0011

Page 4

LENDER ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF LaSalle

)  
) SS  
)

On this 6th day of October, 2010 before me, the undersigned Notary Public, personally appeared Ivy Dredger and known to me to be the Vice President

, authorized agent for First National Bank of Illinois that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First National Bank of Illinois, duly authorized by First National Bank of Illinois 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 First National Bank of Illinois.

By Katherine Rhodes Residing at \_\_\_\_\_

Notary Public in and for the State of Illinois  
My commission expires 7/17/13

