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2010 DED -8 PE 2: 29

WHEN RECORDED MAIL TO:

Harris N.A./C&CLS

Attn: Collateral Management P.O. Box 2880

Chieago, IL 60690-2880

CHICAGO TITLE INSURANCE 505 E. NORTH AVENUE CAROL STREAM, IL 6018F

## 032001882 MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated August 31, 2010, is made and executed between Michael J. Bellich and Tricia G. Bellich, joint tenants with rights of survivorship, whose address is 693 Pennock Circle, Crown Point, IN 46307 (referred to below as "Grantor") and Harris N.A., whose address is 9801 Connecticut Drive, Suite 200, Crown Point , IN 46307 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 8, 2005 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage recorded on December 8, 2005 as Document #2005 107923 in the Lake County Recorder's Office, as may be subsequently modified from time to time.

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

LOT 127 IN ELLENDALE FARM UNIT FOUR, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 87 PAGE 86, AND AS AMENDED BY AFFIDAVIT AND CERTIFICATE OF CORRECTION RECORDED APRIL 6, 2000, AS DOCUMENT NO. 2000 023375, IN THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 693 Pennock Circle, Crown Point, IN 46307.

AMOUNT \$	21.00
CASH	CHARGE
CHECK # 0	CHARGE 1900
OVERAGE	
COPY	The first section of the section of
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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 299784

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

This Modification of Mortgage reflects the following: (1) that the above referenced Mortgage now secures a Promissory Note dated May 31, 2007 in the original principal amount of \$180,000.00 to Lender bearing a variable interest rate based upon an index, and a Promissory Note dated August 31, 2010 in the original principal amount of \$200,000.00 to Lender bearing a fixed interest rate, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note; and (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$380,000.00.

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 AUGUST 31, 2010.

**GRANTOR:** 

Wilchard J/ Belli

Tricka G. Bellich

## MODIFICATION OF MORTGAGE (Continued)

Page 3 Loan No: 299784 LENDER: HARRIS N.A. Authorized Signer INDIVIDUAL ACKNOWLEDGMENT STATE OF Indiana } ) SS COUNTY OF \_\_Lake } On this day before me, the undersigned Notary Public, personally appeared Michael J. Bellich and Tricia G. Bellich, 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 October Residing at Portex My commission expires\_\_\_ Notary Public in and for the State of\_ LISA M. BERNAL Porter County
My Commission Expires
August 30, 2013

Loan No: 299784

## MODIFICATION OF MORTGAGE (Continued)

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LENDER ACKNOWLEDGMENT		
STATE OF PORCE Indiana	)	
COUNTY OF Lake	) SS	
On this 29th day of October  Notary Public, personally appeared Hole Penningtor  President, authorized agent for Harris N.A. that exact acknowledged said instrument to be the free and volunta Harris N.A. through its board of directors or otherwise, for each stated that he or she is supposited.	iry act and deed of <b>Harris N.A.</b> , duly authorized by or 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 Harris N.A..

Notary Public in and for the State of

Porter Co Residing at\_ My commission expires\_

LISA M. BERNAL Porter County My Commission Expires August 30, 2013

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 (Nancy Kuhn, Documentation Specialist).

This Modification of Mortgage was prepared by: Nancy Kuhn, Documentation Specialist