

2010 073516

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2010 DEC 13 PM 2: 13

MIGHE! RECURDER TO AJMAN

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 November 15, 2010, 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 (street or rural route address: 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:

Mortgage and Assignment of Rents recorded March 10, 2009 as Document No. 2009014682 and Document No. 2009014683, 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. 10343-0020

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

AMOUNT \$ 22 00	1
CASH CHARGE	•
CHECK # 35949	1
OVERAGE	2 lles
COPY	U
NON-COM	
CLERK	

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 4053769001

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The Principal Balance of the Promissory Note, secured in part by the Mortgage and Assignment of Rents, is amended to \$257,216.45. The Interest Rate is increased to 7.750% (seven and three-fourths percent). Repayment and Maturity Date are modified as follows: Borrower will pay this loan in 35 regular payments of \$3,095.21 each and one irregular last payment estimated at \$202,585.47. Borrower's first payment is due December 5, 2010, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on November 5, 2013 and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

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.

WAIVER OF RIGHT OF REDEMPTION. NOTHWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OR GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 15, 2010.

GRANTOR:

Richard P. Bellich

Dianne M. Bellich

VERNON RICHARDS
NOTARY PUBLIC - INDIANA
LAKE COUNTY
My Comm Expires 10/18/15

MODIFICATION OF MORTGAGE (Continued)

Loan No: 4053769001 LENDER: STANDARD BANK AND TRUST COMPANY orized Signer INDIVIDUAL ACKNOWLEDGMENT OFFICIAL SEAL INDIANA STATE OF _ VERNON RICHARDS NOTARY PUBLIC - INDIANA) SS LAKE COUNTY My Comm Expires 10/18/15 COUNTY OF LAKE

On this day before me, the undersigned Notary Public, personally appeared Richard P. Bellich and Dianne M. Bellich, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowled ded that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

By

Residing at MENLLUILLE

__ day of __ *\mathcal{N} \infty \land{\square}

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IN Notary Public in and for the State of

Given under my hand and official seal this

My commission expires 10-18-15

MODIFICATION OF MORTGAGE (Continued)

Loan No: 4053769001

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)) ss) , 20 <u>10</u> ,	ANN GOTTSCHAMMER PORTER COUNTY, IN My Commission Expires Oct. 13, 2013
	, before me, the undersigned Notary
Company the company of the composite composite composite composite composite composite composite company the company of company the compan	he to be the Loan Officer hat executed the within and foregoing act and deed of Standard Bank and pany through its board of directors or hat he or she is authorized to execute had Bank and Trust Company.
y commissi	ion expires 10 13 5013
	redact each Social Security number in NTATION SPECIALIST).
	Company to voluntary frust Composts stated to ehalf of Staresiding at commiss able care to a