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PREPARED BY:

Standard Bank & Trust Company
7800 W 95th Street
Hickory Hills, IL 60457

2010 075158

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 DEC 20 PM 1:39

WHEN RECORDED MAIL TO:

Standard Bank & Trust Company
7725 W 98th Street
Hickory Hills, IL 60457
ATTN: Operation Center – Final Documents

MICHELLE R. FAJMAN
RECORDER

FOR RECORDER'S USE ONLY
MORTGAGE MODIFICATION AGREEMENT

M/L # 101511804

THIS INDENTURE, made this 1st day of September, A.D. 2010 by and between Thomas E. Cumbee and Karen L. Cumbee, husband and wife hereinafter known as Mortgagor, and STANDARD BANK AND TRUST COMPANY, an Illinois Banking Corporation, hereinafter known as Mortgagee or Note Holder.

WITNESSETH:

WHEREAS, the Mortgagor(s) represent themselves to be the owner of the Real Estate hereinafter described:

Lot numbered 3 and the north 1/2 of Lot 2 in Block 5 as shown on the recorded plat of Brantwood Addition to the Town of Highland recorded in Plat Book 17, Page 5 in the Office of the Recorder of Lake County, Indiana.

**Common Address: 8802 Branton Ave., Highland, IN 46322
P.I.N.: 007-16-27-0041-0002**

10350-0126

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DEC 20 2010
LAKE COUNTY RECORDER'S OFFICE
INDIANAPOLIS, INDIANA

AND WHEREAS, said Mortgagor(s) have heretofore executed a certain Mortgage to secure in part a Note (and Assignment of Rents if applicable) with an original principal amount of two hundred seventy nine thousand dollars and no/100(\$279,000.00) DOLLARS with initial interest at a rate of 6.625 % per annum (the "Note Rate") on the unpaid balance until paid, to Mortgagee, dated the 30th day of August 2007, recorded in the Office of the Recorder, of Lake COUNTY, ILLINOIS DOCUMENT NO 2007085446 as secured by real estate above;

NOW THEREFORE, Mortgagor and Mortgagee agree that the terms of the original Mortgage are hereby changed as follows to incorporate changes to the Note made by the Borrower and Mortgagee:

- All unpaid principal and accrued interest, and other amounts due under the Note secured in part by the Mortgage shall be payable on or before October 20, 2011 (the new "Maturity Date"), if not sooner prepaid.
- Monthly principal and interest payments of \$1,786.47 will begin on the 1st day of October, 2010 and continue on each successive month, except that the **final** payment, if not sooner repaid, shall be due and payable on the Maturity Date.
- A 5% late charge shall be assessed on the total amount of any scheduled payment still unpaid 15 days or

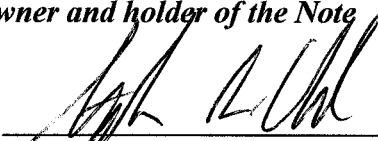
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4061
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more after any payment due date or maturity, to reflect the additional administrative expense required to collect delinquent payments.

Mortgagor and Mortgagee further agree that except as amended in writing in connection with this agreement, said Mortgage or other documents (the "Loan Documents" as used herein) executed and delivered to Mortgagee by the Mortgagor shall remain in full force and effect according to their original terms. Mortgagors expressly waive and release all rights and benefits under and by virtue of the Homestead Exemption law of the State of Illinois. The additional provisions shown on the reverse of this agreement are incorporated herein by reference.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year first above written. **IN WITNESS WHEREOF**, Mortgagee has caused its name to be signed to these presents by its Vice President and its Vice President this 1st day of September A.D., 2010.

STANDARD BANK AND TRUST COMPANY
as owner and holder of the Note

By: 
Stephen R. Clark, Vice President

By: 
Michelle M. Strickland, Vice President

MORTGAGOR (S)

By: 
Thomas E. Cumbee

By: 
Karen L. Cumbee

This instrument was prepared by: Michelle Strickland
Standard Bank & Trust Company, 7725 W 98th Street, Hickory Hills, IL 60457

After recording, mail to: Standard Bank & Trust Company, Mortgage Operations, 7725 W 98th Street, Hickory Hills, IL 60457

STATE OF ILLINOIS) SS
COUNTY OF COOK)

Notary for Note Holder/Mortgagee/Lender

The undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that **Stephan R. Clark** personally known to be the Vice President of STANDARD BANK AND TRUST COMPANY, an Illinois Banking Corporation, and **Michelle M. Strickland** is personally known to me to be the Vice President of said corporation, are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Vice President, they signed and delivered the said instrument as Officers of said corporation, pursuant to authority, given by the Board of Directors of said Corporation as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and Notarial Seal this

13 Day of Dec, A.D., 2010

Kathryn E Morici
Notary Public



STATE OF ILLINOIS) SS
COUNTY OF COOK)

Mortgagor/Individual Notary

The undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Thomas E. Cumbee and Karen L. Cumbee who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes set forth above, including the release and waiver of Homestead. Given under my hand and Notarial Seal this

4 Day of December, A.D., 2010

Shawn Skaggs
Notary Public



Additional Provisions

Amendments: This agreement, together with the original Loan Documents and additional documents executed with this extension, constitutes the entire understanding and agreement of the parties as to the matters set forth in this agreement. Amendments to this agreement must be given in writing to be effective.

Due on Sale or Transfer: At the option of the Note holder, and without notice to the Mortgagor or any Guarantor or collateral pledgor, if the Mortgagor sells conveys, executes any agreement to convey title, further encumbers said premises, or causes an assignment of a portion of the beneficial interest thereof, all unpaid indebtedness secured by the Mortgage shall become immediately due and payable, notwithstanding anything to the contrary in the Note and Mortgage. The acceptance of payments on any indebtedness shall not constitute a waiver of the right to demand immediate repayment or impair an acceleration of repayment.

Payments: Payments received after 12:00 PM, or at another branch location, at a night depository, or at an Automated Teller, will be credited as of the next business day after receipt.

Prepayment: The Borrower shall have the right to prepay the Note in whole or in part at any time, however, Note holder, reserves the right to apply any partial prepayments received first to repay any unpaid accrued interest owing under the Note or Mortgage, then to fees and costs due, then to the loan principal balance. Unless this Mortgage is secured by an owner-occupied 1-4 family residential property, the Mortgagee (or Trustee) reserves the right to collect a payment of six month's additional interest on the amount of all prepayments made in one year which exceed 20% of the original loan amount. Mortgagor agrees to make requests for calculation of a final payoff amount 10 days in advance of any expected repayment.

Maturity: After maturity, whether by acceleration or otherwise, to the extent permitted by law, interest shall accrue on the unpaid principal balance at an interest rate of five percentage points over the unmatured Note Rate as it changes from time to time (the "Post Maturity Penalty Rate"). All moneys paid to protect and preserve the collateral, or for any purpose authorized in the original Mortgage (or Trust Deed), including Attorney's fees and costs shall become so much additional indebtedness secured by this Mortgage, and shall bear interest from the date incurred at the Post-Maturity Penalty Rate established above.

Interest and Fees: If used herein, the "Prime Rate" is the rate of interest established by Standard Bank and Trust Company (the "Lender") as its Prime Rate, which may vary from time to time at the sole discretion of the Lender. The prime rate is a reference rate not to be construed as a rate available to a particular class of borrowers. Fees for special Mortgage services will be billed at Note Holder's customary fee schedule when incurred, based on the type and amount of work involved.

Escrow Deposits: Upon request by Mortgagee, Mortgagor agrees to deposit with the Note Holder on the first day of each month, a sum equal to 1/12th of the estimated annual real estate taxes and special assessments on the Real Estate, and 1/12th of the annual insurance premiums payable, such funds to be held by the Mortgagee in escrow along with a two month reserve for future increases, to pay taxes, special assessments, and insurance premiums on the Real Estate as they become due. The Note Holder may collect interest at the Post-Maturity Penalty Rate on any sum advanced from escrow in excess of Mortgagor deposits, or on amounts advanced to protect or preserve the property, discharge or settle any lien, confirm the status of title, foreclose on the property, or for attorneys fees, including appearances in Bankruptcy court or any other court.

Inspections: Note Holder or its agent may make reasonable entries upon, and inspections of the Real Estate. Note Holder may escrow insurance proceeds payable for losses until an acceptable inspection report is received. Note Holder shall give borrower notice at the time of or prior to an inspection, specifying the reasonable causes for the inspection and the application fees or charges for that inspection, which may be deducted from insurance proceeds payable or charged to the Mortgagor's escrow account.

Additional Terms: [] If checked here, the Additional Terms shown on the Rider attached are incorporated hereon by reference.
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