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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 075159

2010 DEC 20 PM 1:39

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MICHELLE R. FAJMAN
RECORDER

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 September 5, 2010, is made and executed between Richard J. Kortenhoven, as to an undivided one-half (1/2) interest, and whose address is 8271 Alexander Street, Schererville, IN 46375 and Neils Peter Christenson, as to an undivided one-half (1/2) interest, and whose address is 16 Saint Thomas Drive, Palm Beach Gardens, FL 33418 and not as tenants in common (referred to below as "Grantor") and Standard Bank and Trust Company, whose address is 7800 West 95th Street, Hickory Hills, IL 60457 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 16, 2009 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage and Assignment of Rents recorded on March 27, 2009 as Document Numbers: 2009 019717 and 2009 019718, respectively; a Modification of Mortgage recorded on November 25, 2009 as Document Number 2009 078526; and a Modification of Mortgage recorded September 20, 2010 as Document Number 2010 054174; 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:

PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 23 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND P.M. MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23 WHICH IS 431.50

AMOUNT \$ 26-
CASH _____ CHARGE _____
CHECK # 40161
OVERAGE _____
COPY _____
NON - COM _____
CLERK RM

QUINNOR TITLE SERVICES, INC.
100 W. HUSBAND STREET
CHICAGO, IL 60601

10351-0096 ↑

4 Ref

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**MODIFICATION OF MORTGAGE
(Continued)**

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SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23 WHICH IS 431.50 FEET WEST OF THE SOUTHEAST CORNER THEREOF, THENCE NORTH 1378.5 FEET TO THE SOUTH RIGHT OF WAY LINE OF US HIGHWAY 30, THENCE NORTHWESTERLY ON SAID RIGHT OF WAY LINE 162.26 FEET, THENCE SOUTH 1426.66 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 23, THENCE EAST 155.20 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 6909 West US Highway 30, Schererville, IN 46375. The Real Property tax identification number is 45-11-23-201-002.000-036 and 45-11-23-201-003.000-036.

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

The Principal Balance on the Promissory Note, secured in part by the Mortgage and Assignment of Rents, is increased to \$641,300.92; the Interest Rate will remain at the Prime Rate of Lender as it changes from time to time and the Minimum Interest Rate is increased to 8.000% per annum; Repayment and Maturity Date are modified as follows: Borrower will pay regular monthly payments of all accrued unpaid interest due as of the payment date, beginning October 5, 2010, and one irregular last payment of all outstanding principal plus all accrued, unpaid interest due December 5, 2010, all as more fully set out in a Change in Terms Agreement of the same date herewith incorporated by this reference.

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 endorser 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 5, 2010.

GRANTOR:

X 
Richard J. Kortenhoven

X 
Neils Peter Christenson

**MODIFICATION OF MORTGAGE
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LENDER:

STANDARD BANK AND TRUST COMPANY

X *Masee*
Authorized Signer

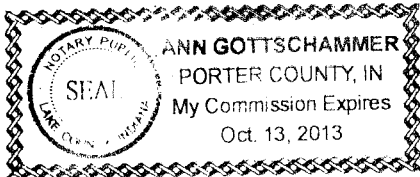
INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **Richard J. Kortenhoven**, 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 29th day of October, 20 10

By *Ann Gottschammer* Residing at Porter County, IN
Notary Public in and for the State of IN My commission expires 10/13/2013



MODIFICATION OF MORTGAGE
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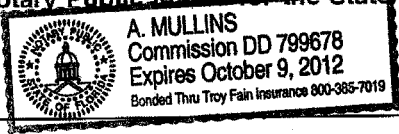
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida)
) SS
COUNTY OF Palm Beach)

On this day before me, the undersigned Notary Public, personally appeared Neils Peter Christenson, 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 28th day of Oct., 20 10

By A. Mullins Residing at 411 Philadelphia, Jupiter, FL 33458
Notary Public in and for the State of Florida My commission expires 10/9/12

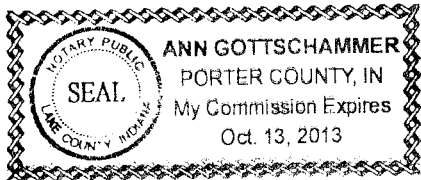


LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 29th day of October, 20 10, before me, the undersigned Notary Public, personally appeared Jeff Marsee and known to me to be the Loan Officer, authorized agent for **Standard Bank and Trust Company** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Standard Bank and Trust Company**, duly authorized by **Standard Bank and Trust Company** 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 **Standard Bank and Trust Company**.

By Ann Gottschammer Residing at Porter County, IN
Notary Public in and for the State of IN My commission expires 10/13/2013



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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 (Shirley Rich, Loan Documentation Specialist).

This Modification of Mortgage was prepared by: Shirley Rich, Loan Documentation Specialist
