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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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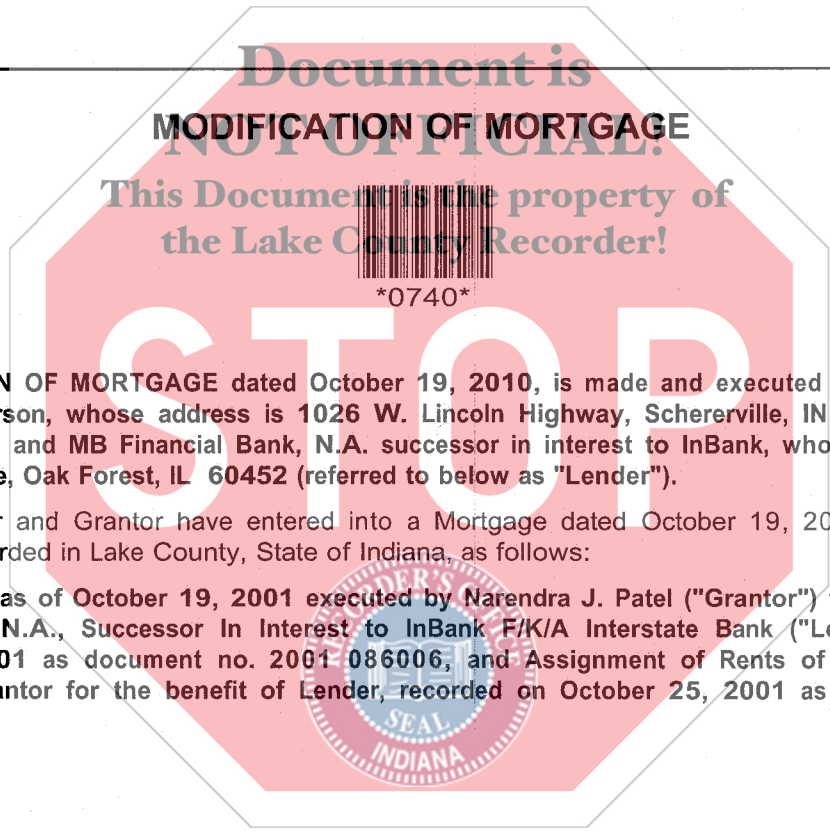
MICHELLE R. FAJMAN
RECORDER

RECORDATION REQUESTED BY:

MB Financial Bank, N.A. successor in
interest to InBank
Acquired Assets InBank
15533 South Cicero Avenue
Oak Forest, IL 60452

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018



THIS MODIFICATION OF MORTGAGE dated October 19, 2010, is made and executed between Narendra J. Patel, a Married Person, whose address is 1026 W. Lincoln Highway, Schererville, IN 46375 (referred to below as "Grantor") and MB Financial Bank, N.A. successor in interest to InBank, whose address is 15533 South Cicero Avenue, Oak Forest, IL 60452 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 19, 2001 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Mortgage dated as of October 19, 2001 executed by Narendra J. Patel ("Grantor") for the benefit of MB Financial Bank, N.A., Successor In Interest to InBank F/K/A Interstate Bank ("Lender"), recorded on October 25, 2001 as document no. 2001 086006, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on October 25, 2001 as document no. 2001 086007.

2 Ref

AMOUNT \$ 24-
CASH _____ CHARGE _____
CHECK # 1170033, 1170057
OVERAGE _____
COPY _____
NON-COM _____
CLERK RM

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 55032149001

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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 17, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE WEST 174.82 FEET OF THE EAST 441.49 FEET OF THE ABOVE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 LYING NORTH OF THE ORIGINAL CENTER LINE OF THE NEW LINCOLN HIGHWAY, EXCEPTING THEREFROM THE SOUTH 200 FEET OF THE WEST 50 FEET THEREOF, AND EXCEPTING THE NORTH 546.60 FEET THEREOF, AND ALSO EXCEPTING THE SOUTH 50.00 FEET THEREOF

The Real Property or its address is commonly known as 1026 Lincoln Highway, Schererville, IN 46375. The Real Property tax identification number is 45-11-17-201-013-000-036.

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 that certain Promissory Note dated as of October 19, 2010 in the original principal amount of \$198,314.72 executed by Borrower and payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

The paragraph titled "Maximum Lien" set forth in the mortgage is hereby amended and restated in its entirety as follows: At no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of Mortgage, exceed \$396,629.44.

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. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

- (1) ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY;**
- (2) EVERY DEFENSE, INCLUDING, WITHOUT LIMITATION, BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, AND ANY CAUSE OF ACTION, COUNTERCLAIM OR SETOFF WHICH GRANTOR MAY HAVE TO ANY ACTION BY LENDER IN ENFORCING THIS AGREEMENT OR ANY DOCUMENT EXECUTED IN CONNECTION WITH, RELATED TO, OR IN FURTHERANCE OF THIS AGREEMENT.**

MODIFICATION OF MORTGAGE
(Continued)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 19, 2010.

GRANTOR:

X *Narendra J. Patel*
Narendra J. Patel

LENDER:

MB FINANCIAL BANK, N.A. SUCCESSOR IN INTEREST TO INBANK

X *Robert Fowles*
Authorized Signer

Document is
NOT VALID
INDIVIDUAL ACKNOWLEDGMENT

This Document is the property of
the Lake County Recorder!

STATE OF ILL

COUNTY OF Cook

) SS
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On this day before me, the undersigned Notary Public, personally appeared **Narendra J. Patel**, 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 4 day of February, 2011.

By *Roberta L. Mitchell* Residing at _____

Notary Public in and for the State of ILL My commission expires 3-16-14



OFFICIAL SEAL
ROBERTA L. MITCHELL
Notary Public - State of Illinois
My Commission Expires Mar 16, 2014

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 55032149001

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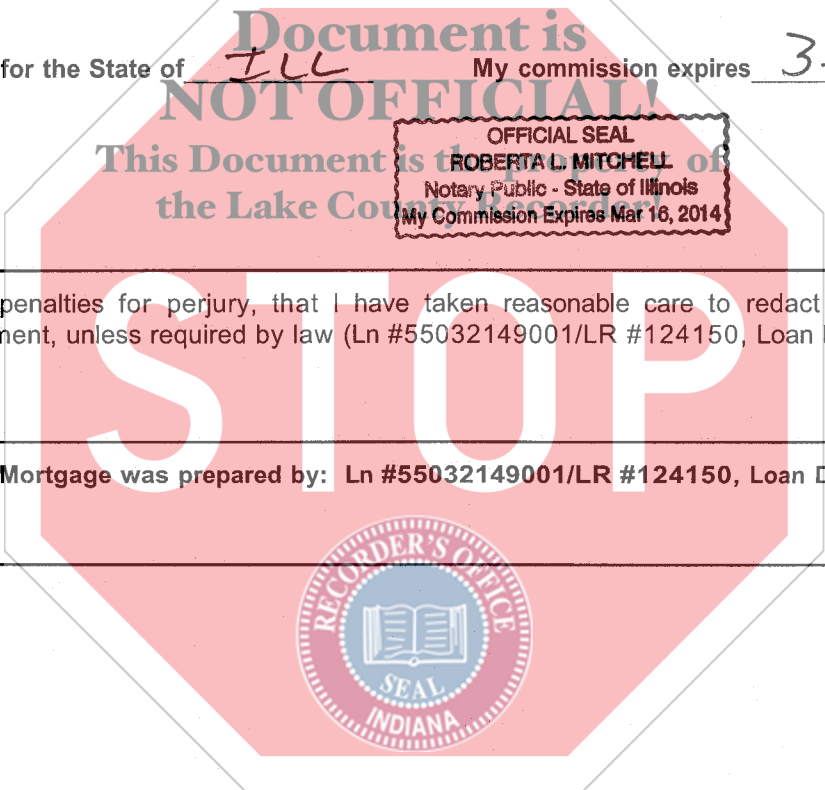
LENDER ACKNOWLEDGMENT

STATE OF ILL)
) SS
COUNTY OF Will)

On this 4 day of February, 2011, before me, the undersigned Notary Public, personally appeared Robert Romero and known to me to be the VP, authorized agent for **MB Financial Bank, N.A. successor in interest to InBank** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MB Financial Bank, N.A. successor in interest to InBank**, duly authorized by **MB Financial Bank, N.A. successor in interest to InBank** 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 **MB Financial Bank, N.A. successor in interest to InBank**.

By Robert L. Mitchell Residing at _____

Notary Public in and for the State of ILL My commission expires 3-16-14



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 (Ln #55032149001/LR #124150, Loan Doc. Specialist (ol)).

This Modification of Mortgage was prepared by: Ln #55032149001/LR #124150, Loan Doc. Specialist (ol)

RECORDING PAGE

