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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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RECORDER

**RECORDATION REQUESTED BY:**

Archer Bank, successor by merger to  
Allegiance Community Bank  
Main Branch  
4970 S. Archer Avenue  
Chicago, IL 60632

**WHEN RECORDED MAIL TO:**

→ Archer Bank, successor by merger to  
Allegiance Community Bank  
Main Branch  
4970 S. Archer Avenue  
Chicago, IL 60632

**SEND TAX NOTICES TO:**

John J. Rybicki Jr.  
8546 Monroe Ave.  
Munster, IN 46321

Document is  
**NOT OFFICIAL!**  
MODIFICATION OF MORTGAGE  
This Document is the property of  
the Lake County Recorder

**THIS MODIFICATION OF MORTGAGE** dated June 27, 2011, is made and executed between John J. Rybicki Jr., whose address is 8546 Monroe Ave., Munster, IN 46321 (referred to below as "Grantor") and Archer Bank, successor by merger to Allegiance Community Bank, whose address is 4970 S. Archer Avenue, Chicago, IL 60632 (referred to below as "Lender").

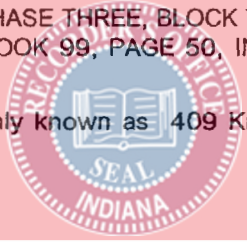
**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated June 27, 2008 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded July 21, 2008 as Document No. 2008 052207.

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

LOT 421 IN WEST LAKES ADDITION, PHASE THREE, BLOCK TWO, TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 99, PAGE 50, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 409 Knightbridge Lane, Munster, IN 46321. The



AMOUNT \$ 23<sup>00</sup>  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 1011296, 1011317  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK BB

Ref 1

**MODIFICATION OF MORTGAGE  
(Continued)**

Real Property tax identification number is 18-28-0668-0035.

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

**GRANT OF MORTGAGE.** The Real Property located in Lake County, State of Indiana.

**GOVERNING LAW.** With the respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Indiana. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state of federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Illinois.

**WAIVER OF HOMESTEAD EXEMPTION** section is being replaced by the following: Mortgagor acknowledges that the homestead exemption provided in Indiana Code 34-55-10-2 does not apply to the Real Property to the extent of the balance due on the Note secured by the Mortgage.

**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 JUNE 27, 2011.**

**GRANTOR:**

x   
John J. Rybicki Jr.



MODIFICATION OF MORTGAGE  
(Continued)

LENDER:

ARCHER BANK, SUCCESSOR BY MERGER TO ALLEGIANCE COMMUNITY  
BANK

X *Jan Arthur*  
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL )  
 ) SS  
COUNTY OF COOK )

On this day before me, the undersigned Notary Public, personally appeared John J. Rybicki Jr., 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 15 day of JULY, 2011.

By *Amandeep Kaur* Residing at HOMEGWOOD, IL

Notary Public in and for the State of IL My commission expires 6-26-2013

"OFFICIAL SEAL"  
**Amandeep Kaur**  
Notary Public, State of Illinois  
My Commission Expires 06-26-2013



MODIFICATION OF MORTGAGE  
(Continued)

LENDER ACKNOWLEDGMENT

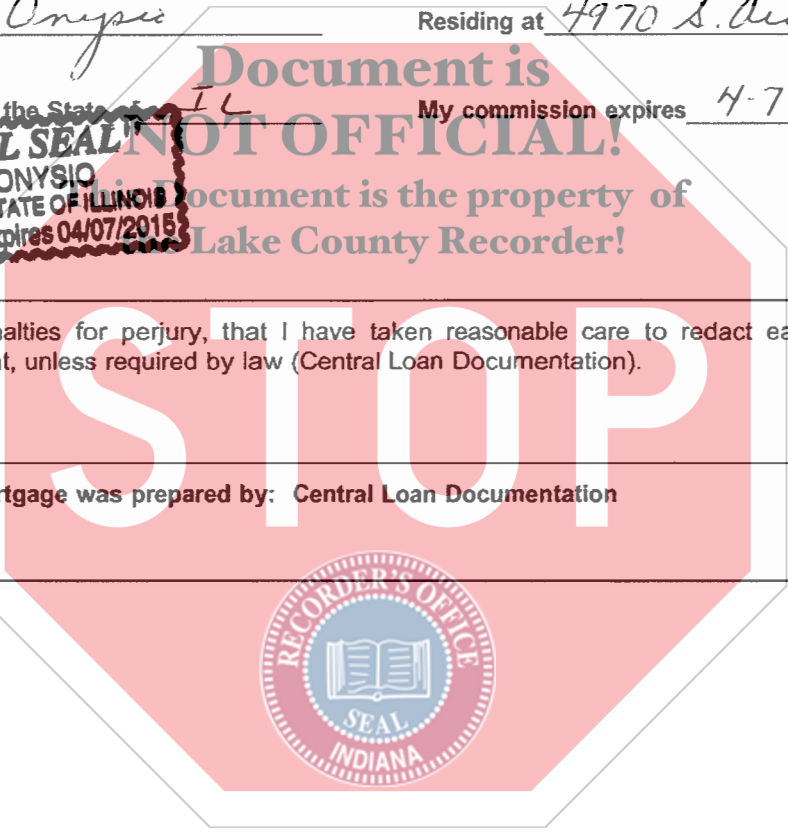
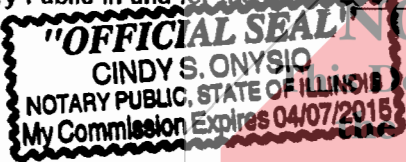
STATE OF IL )

COUNTY OF COOK ) SS

On this 19<sup>th</sup> day of July, 20 11, before me, the undersigned Notary Public, personally appeared JAMIE ARTHURS and known to me to be the Commercial LOAN OFFICER, authorized agent for Archer Bank, successor by merger to Allegiance Community Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Archer Bank, successor by merger to Allegiance Community Bank, duly authorized by Archer Bank, successor by merger to Allegiance Community Bank 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 Archer Bank, successor by merger to Allegiance Community Bank.

By Cindy S. Onysio Residing at 4970 S. Archer, Chicago, IL

Notary Public in and for the State of IL My commission expires 4-7-15



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 (Central Loan Documentation).

This Modification of Mortgage was prepared by: Central Loan Documentation



**RECORDING PAGE**

