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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

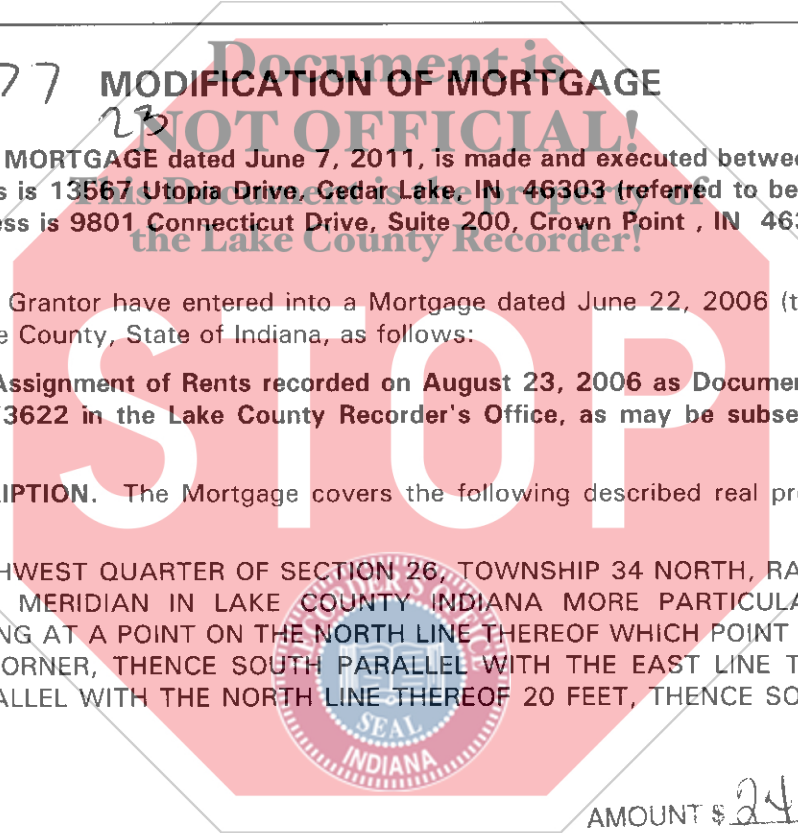
2011 043555

2011 AUG 15 AM 8:31

MICHELE JOHNSON
RECORDER

WHEN RECORDED MAIL TO:
Harris N.A./C&CLS
Attn: Collateral Management
P.O. Box 2880
Chicago, IL 60690-2880

H25257177 MODIFICATION OF MORTGAGE
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THIS MODIFICATION OF MORTGAGE dated June 7, 2011, is made and executed between Peter Blagojevic, an individual, whose address is 13567 Utopia Drive, Cedar Lake, IN 46303 (referred to below as "Grantor") and Harris N.A., whose address is 9801 Connecticut Drive, Suite 200, Crown Point, IN 46307 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 22, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage and an Assignment of Rents recorded on August 23, 2006 as Document #2006 073621 and Document #2006 073622 in the Lake County Recorder's Office, as may be subsequently modified from time to time.

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

PART OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN IN LAKE COUNTY INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE THEREOF WHICH POINT IS 660 FEET EAST OF THE NORTHWEST CORNER, THENCE SOUTH PARALLEL WITH THE EAST LINE THEREOF 237.5 FEET, THENCE WEST PARALLEL WITH THE NORTH LINE THEREOF 20 FEET, THENCE SOUTH PARALLEL WITH

AMOUNT \$ 24.00 REF
CASH _____ CHARGE _____
CHECK # 0004804175
OVERAGE _____
COPY _____
NON-COM _____
CLERK YAL
E

**MODIFICATION OF MORTGAGE
(Continued)**

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THE EAST LINE THEREOF 12 1/2 FEET, THENCE EAST PARALLEL WITH THE NORTH LINE THEREOF 380 FEET, THENCE NORTH 250 FEET TO THE NORTH LINE THEREOF, THENCE WEST ALONG SAID NORTH LINE 360 FEET TO THE POINT OF BEGINNING

The Real Property or its address is commonly known as 7000 W. 137th Place, Cedar Lake, IN 46303.

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

This Modification of Mortgage reflects the following:

- (1) that the above referenced Mortgage now secures a Promissory Note dated **June 7, 2011** in the original principal amount of **\$202,456.99** to Lender bearing a fixed interest rate together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note;
- (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of **\$202,456.99**;
- (2) to amend the name of Lender to read as follows: Harris N.A., as Successor by Merger with Mercantile National Bank of Indiana, its successors and/or assigns
- (3) the following paragraphs are hereby added to the Mortgage:

Cross-Collateralization. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Due on Sale - Consent by Lender. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Indiana law.

FUTURE ADVANCES. In addition to the Note, this Mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future obligations and advances which Lender may make to Borrower, together with all interest thereon, whether such future obligations and advances arise out of the Note, this Mortgage or otherwise. This Mortgage also secures all modifications, extensions, and renewals of the Note, the Mortgage, or any other amounts expended by Lender on Borrower's behalf as provided for in this 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

**MODIFICATION OF MORTGAGE
(Continued)**

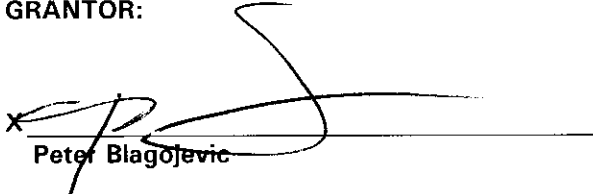
Loan No: 20047155

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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 JUNE 7, 2011.

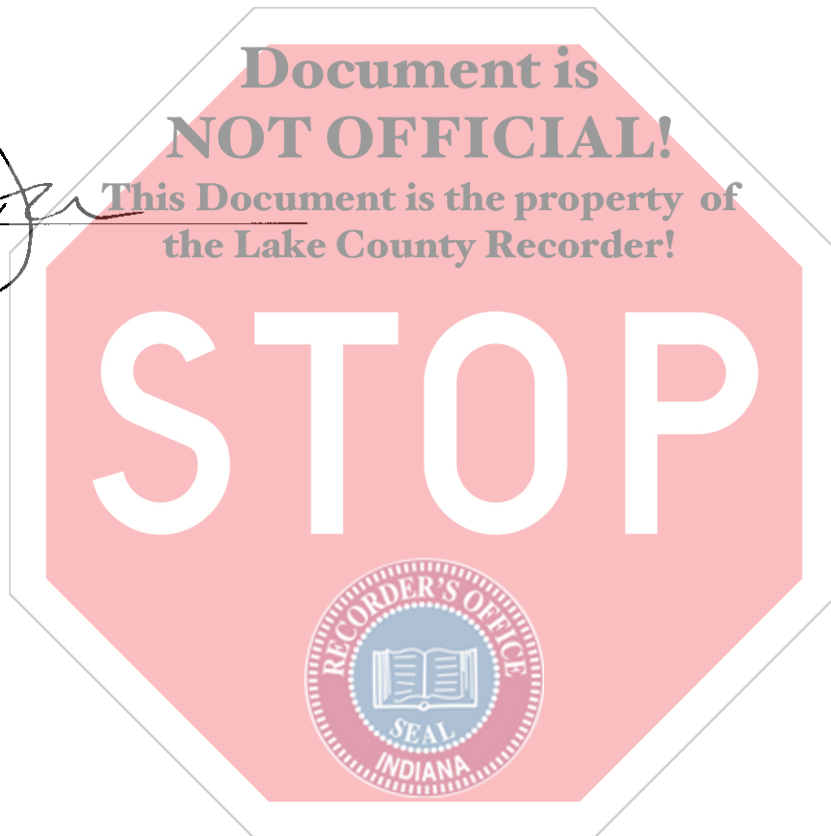
GRANTOR:


Peter Blagojevic

LENDER:

HARRIS N.A.


Authorized Signer



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared **Peter Blagojevic**, 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 29 day of June, 2011.

By Lisa M Bernal Residing at Porter, County

Notary Public in and for the State of IN My commission expires August 30, 2013



NOT OFFICIAL!

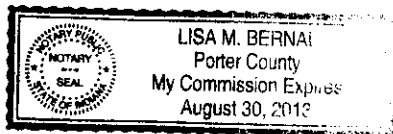
LENDER ACKNOWLEDGMENT!
This Document is the property of
the Lake County Recorder!

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 29 day of June, 2011, before me, the undersigned Notary Public, personally appeared Shanda Jackson and known to me to be the officer, authorized agent for **Harris N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **Harris N.A.**, duly authorized by **Harris N.A.** 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 **Harris N.A.**.

By Lisa Bernal Residing at Porter, County

Notary Public in and for the State of IN My commission expires August 30, 2013



**MODIFICATION OF MORTGAGE
(Continued)**

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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 (Leslie King, Documentation Specialist).

This Modification of Mortgage was prepared by: Leslie King, Documentation Specialist

