

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2011 AUG 23 AM 8: 52

MICHEL RECORDER

2011 045426

#### 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:**

Reginald J. Brown 1111 Beacon St East Chicago, IN 46312

## Document is

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 26, 2011, is made and executed between Reginald J. Brown, whose address is 1111 Beacon St, East Chicago, IN 46312 (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 September 26, 2008 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded February 24, 2009 as Document No. 2009 011245.

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

LOT NUMBERED 97 AS SHOWN ON THE RECORDED PLAT OF DOUBLETREE LAKE ESTATES PHASE XII-XIII-XIV RECORDED IN PLAT BOOK 99 PAGE 97 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 9245 Doubletree Drive N, Crown Point, IN 46307.

AMOUNT \$_	_332	
CASH	CHARGE	
CHECK #	1011335	
OVERAGE		
COPY		1
NON-COM_		•
CLERK	0 0	

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The Real Property tax identification number is 45-17-04-280-002,000-047.

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

## Correct Real Property tax identification number.

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 extend 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 26, 2011.

**GRANTOR:** 

Reginald J. Brown

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LENDER:						
LENDER.						
ARCHER BANK, SU BANK	CCESSOR BY MER	GER TO ALLEGIA	ANCE COMMUN	ITY		
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	LAKE		) ss			
COUNTY OF		Docum	ent is			
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ву			Residing at_	East Ch	icago, Indiana	<u>l</u>
Notary Public in and	NOTARY MY CO	Indiana RESA CABELLO Lake County ommission Expires inuary 27, 2016	My commissi	on expires	1-27-2016	
		SEA WOLA				

## MODIFICATION OF MORTGAGE (Continued)

Page 4

		LENDER ACKNOW	LEDGMENT		
STATE OF	IL		)		
	0		) SS		
COUNTY OF	IL Cook		)		
executed the vact and deed Bank, success uses and purp instrument an Allegiance Cor	, authorized agent for within and foregoing of Archer Bank, succest or by merger to Allegoses therein mention d in fact executed to mmunity Bank.	of AUGUST TAMIE ARTHUM r Archer Bank, success instrument and acknowlessor by merger to Allegiance Community Bank ned, and on oath stated his said instrument on	edged said instrumed giance Community I through its board of that he or she is behalf of Archer	Illegiance Comient to be the fi Bank, duly author or continuous or continuous or continuous authorized to Bank, success	munity Bank the ree and voluntate or ized by Archetherwise, for the execute this said or by merger
	This	Document is "One Lake Co My Con	FFICIAL SEA GINDY S. ONYSIO Y PUBLIC, STATE OF ILL nmission Expires 04/07	INOIS (/2015)	
I affirm, under number in this	r the pen <mark>alties for p</mark> document, unless red	erjury, that I have take uired by law (Central Lo	n reasonable care an Documenation).	to redact each	Social Securi
	on of Mortgage was r	repared by: Central Loa	n Documenation		
This Modification	on or moregago mao p				

## **RECORDING PAGE**

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