STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2011 AUG 30 AM 8: 53

MICHELLI **NAMUS**

2011 047207

7800 West 95th Street

RECORDATION REQUESTED BY:

Hickory Hills, IL 60457

WHEN RECORDED MAIL TO:

Standard Bank and Trust Company 7800 West 95th Street Hickory Hills, IL 60457

Standard Bank and Trust Company

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 August 5, 2011, is made and executed between Joseph C. Mattingly, whose address is 4750 West 125th Avenue, Crown Point, IN 46307 and Faye M. Kostidis, whose address is 4750 West 125th Avenue, Crown Point, IN 46307 (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"). as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 25, 2009 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage and Assignment of Rents recorded March 23, 2009 as Document No. 2009-018091 and 2009-018092 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:

LOT 53 IN BUCKHILL ESTATES SIXTH ADDITION, AN ADDITION TO LAKE COUNTY, INDIANA, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 83, PAGE 90, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 4750 West 125th Avenue, Crown Point, IN 46356. The Real Property tax identification number is 45-16-18-352-007,000-041.

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

1 (237 -0030 O'CONNOR TITLE SERVICES, INC.

162 W. HUBBARD STREET CHICAGO, IL 60654

2 CK# 328



MODIFICATION OF MORTGAGE (Continued)

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The principal balance of the Promissory Note is reduced to \$433,878.86. The interest rate on the principal balance of the Promissory Note remaining unpaid is reduced to the 5.00%. Repayment is modified as follows: Borrower will pay this loan in 60 payments of \$8,202.90 each beginning September 5, 2011 with the final payment due on August 5, 2016 as more fully set out in a Change in Terms Agreement of the same date herewith incorporated herein 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 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 AUGUST 5, 2011.



MODIFICATION OF MORTGAGE (Continued)

Loan No: 4053779001 INDIVIDUAL ACKNOWLEDGMENT) SS On this day before me, the undersigned Notary Public, personally appeared Joseph C. Mattingly and Faye M. Kostidis, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this Notary Public in and for the State of \(\cap \cap \) My commission expires OFFICIAL SEAL OUISE MARTIN LAKE COUNTY Comm. Expires 11/15/ This Document is the property of the Lake County Recorder! 4001 20 day of , before me, the undersigned Notary Public, personally appeared <u>Jenni Fer</u> L. いいにと and known to me to be the <u>Vice</u> ProSiOert, 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. Residing at



Notary Public in and for the State of

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My commission expires_

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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 (Agnes K.).

This Modification of Mortgage was prepared by: Agnes K.

