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2011 048596

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2011 SEP -2 PM 2:03

MICHELLE R. FAJMAN  
RECORDER

**RECORDATION REQUESTED BY:**

JPMorgan Chase Bank, NA  
Indianapolis Private Client Services LPO  
111 Monument Circle  
Indianapolis, IN 46204

**WHEN RECORDED MAIL TO:**

RECORD & RETURN TO  
CT LIEN SOLUTIONS  
P.O. BOX 29071  
Glendale, CA 91209-9071  
29696790-IN-Lake

8404

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**STOP**  
**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated August 18, 2011, is made and executed between **DAVID C BATUSIC** and **HELEN M BATUSIC, HUSBAND AND WIFE**, whose address is **1126 CHEYENNE DRIVE, CROWN POINT, IN 46307**. (referred to below as "Grantor") and **JPMorgan Chase Bank, NA**, whose address is **Indianapolis Private Client Services LPO, 111 Monument Circle, Indianapolis, IN 46204** (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated August 28, 2001 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

**RECORDED SEPTEMBER 13, 2001 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, DOCUMENT NUMBER 2001 073607.**

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

LOT 287, IN BRIARWOOD UNIT NO 13, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 53 PAGE 44, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as **1126 CHEYENNE DRIVE, CROWN POINT, IN 46307**. The Real Property tax identification number is **45-16-16-131-012.000-042**

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

AMOUNT \$ 23<sup>02</sup>  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 3364817  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK 13/3

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**MODIFICATION OF MORTGAGE  
(Continued)**

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**The maturity date of the indebtedness secured by this Mortgage is extended to SEPTEMBER 10, 2031. All references to a maturity date in this Mortgage, if any, shall be deemed to refer to said maturity date.**

The original stated principal amount of the Credit Agreement, as heretofore modified, of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) is increased as of the date hereof by the amount of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00). Accordingly, as of the date hereof, the new stated principal amount of the Credit Agreement is ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00). If the Credit Agreement evidences a term loan or a non-revolving line of credit, Borrower hereby promises to pay to the order of Lender, the stated principal amount of the Credit Agreement, as hereby increased, or so much thereof as may be advanced, less any repayments of the principal thereof previously made, together with interest thereon at the rate, on the dates and in the manner specified in the Credit Agreement, as modified hereby. If the Credit Agreement evidences a revolving line of credit, Borrower hereby promises to pay to the order of lender the stated principal amount of the Credit Agreement, as hereby increased, or such amount less than the stated principal amount which is outstanding from time to time, together with interest thereon at the rate, on the dates and in the manner specified in the Credit Agreement, as modified hereby.

**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.

**COUNTERPARTS.** This document may be executed in any number of counterparts, all of which taken together shall constitute one single agreement.

**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 18, 2011.**





MODIFICATION OF MORTGAGE  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Indiana

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COUNTY OF Marion



On this 24th day of August, 20 11, before me, the undersigned Notary Public, personally appeared Mary Durkott and known to me to be the Private Banker authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender 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 that the seal affixed is the corporate seal of said Lender.

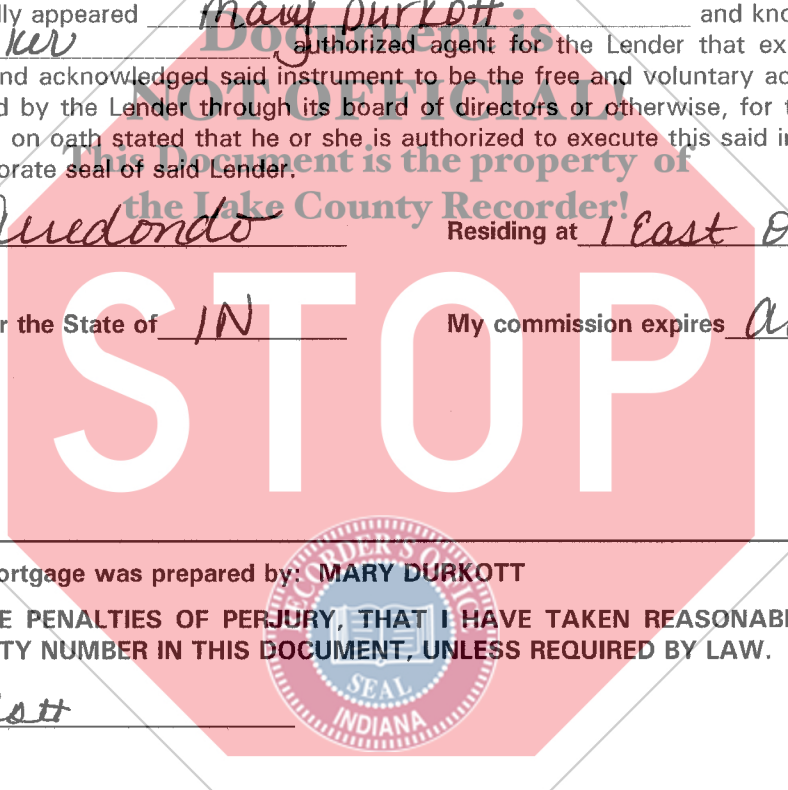
By Kristi Arredondo Residing at 1 East Ohio St 46277

Notary Public in and for the State of IN My commission expires Aug 6, 2012

This Modification of Mortgage was prepared by: MARY DURKOTT

I AFFIRM, UNDER THE PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

Mary Durkott  
MARY DURKOTT



**RECORDING PAGE**

