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Prepared By: Carole Livesay

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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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### MODIFICATION TO MORTGAGE AND PARTIAL RELEASE

This Modification to Mortgage and Partial Release ("Modification"), is made this 8th day of August, 2012 among Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), and Jimmie J. Hedrick and Kyla L. Hedrick (deceased), "Borrower(s)") (collectively referred to herein as the "parties")

# NOT RECITALS LAL!

This Modification is made with reference to the following facts: the Lake County Recorder!

A. The Borrower(s) made, executed, and delivered to Mortgage Electronic Registration Systems, Inc. ("Lender") and Mortgagee, that certain Mortgage dated October 14, 2008 and recorded on October 31, 2008, in Book# N/A, Page# N/A in the Official Records in the Office of the County Recorder of Lake County, State of Indiana ("Mortgage"), securing a Note dated October 14, 2008, in the principal amount of Ninety Eight Thousand Eight Hundred Fifty Dollars and 00/100 Dollars (\$98,850.00) in favor of the Mortgagee and legally describing the real property as follows:

# SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

B. The purpose of this Modification is to correct the legal description. At the time the above referenced Mortgage was recorded an incorrect legal description was inadvertently contained therein.

# TERMS OF MODIFICATION

1. For value received, the parties hereto do hereby modify said Mortgage to provide that the legal description therein shall be as follows ("Secured Property"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

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- 2. The Borrower(s) do(es) hereby mortgage, grant and convey the Secured Property to Mortgagee under the Mortgage together with power of sale subject to each and all of the terms and conditions of the Mortgage, including this Modification thereto.
- 3. The Borrower(s) and the Mortgagee do(es) hereby release without warranty to the person or persons legally entitled thereto, all the estate in and to any portion of the legal description first described hereinabove, which is not included within the description to the Secured Property.
- 4. The terms of the Mortgage, which are incorporated herein by reference, shall remain in full force and effect and be binding thereon to the extent they are not inconsistent with the provisions of this Modification. In the event of any inconsistency between the provisions of this Modification and the original Mortgage, the provisions of this Modification shall control. The Mortgage, herein modified, when signed by all parties hereto, shall constitute one Mortgage.
- 5. This Modification shall inure to and bind the heirs, devisees, successors and assigns of the parties hereto.
- 6. This Modification may be executed in counterparts, but shall be of no force and effect unless and until all parties to this Modification have duly executed this document.

IN WITNESS WHEREOF, the parties hereto have executed this Modification the day and year first above written. Are County Recorder!

Mortgage Electronic Registration Systems, Inc.

Carol R. Van Rider, Vice President

Jimmie E. Hedrick PD I

(DECEASED)

Kyla L. Hedrick, Borrower

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

# CERTIFICATE OF ACKNOWLEDGMENT

STATE OF <u>Illinois</u>			
COUNTY OF <u>look</u> ) ss.			
On this 15 day of August, 2012, before me, Jimmie E. Hedrick Hatherine Rhodes, Notary Public,			
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
WITNESS my hand and official seal.			
Hatherine Kholes Document is			
Notary Public - Commission No.: OFFICIAL SEAL			
Commission Expires: 7 - 13  KATHERINE RHODES  This Document is the property NOTARY PUBLIC - STATE OF ILLINOIS			
CERTIFICATE OF ACKNOWLEDGMENT MY COMMISSION EXPIRES:07/17/13			
STATE OF			
COUNTY OF			
On this day of, 2012, before me, Notary Public,			
personally appeared,			
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that			
he/she/they executed the same in his/her/their authorized capacity(ies), and that by			
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of			
which the person(s) acted, executed the instrument.			
WITNESS my hand and official seal.			
Printed name Commission No:			

#### CERTIFICATE OF ACKNOWLEDGMENT

STATE OF FLORIDA	)	)	
	)	SS.	
COUNTY OF DUVAL	)		

On August, 2012 before me, Tammy M. Hallman, Notary Public, personally appeared Carol R. Van Rider, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tammy M. Hallman

Notary Public - Commission No. EE136019

Commission Expires: 10/05/15

STATE OF FLORIDA

This Document is the property Exercis 10/5/2015

the Lake County Recorder!

TYPE OF DOCUMENT: DOCUMENT DATE:

Modification to Mortgage and Partial Release August 8, 2012



#### Exhibit "A"

The East 68.3 feet of that part of the Northeast Quarter of the Northwest Quarter of Section 28, Township 36 North, Range 9 West of the Second Principal Meridian, described as commencing at the Northwest corner of said Northeast Quarter of the Northwest Quarter, thence due South 18 rods, thence due East 10 rods, thence due North 18 rods, thence due West 10 rods to the point of beginning, except the South 210 feet thereof, in the Town of Highland, Lake County, Indiana.



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### Exhibit "B"

Part of the Northeast Quarter of the Northwest Quarter of Section 28, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at the Northwest corner of said Northeast Quarter of the Northwest Quarter; thence due South 18 rods; thence due East 10 rods; thence due North 18 rods; thence due West 10 rods to the point of beginning, except the South 210 feet thereof, and the East 68.3 fee thereof, in the Town of Highland, Lake County, Indiana.

