STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2013 027427

2013 APR 17 AM 9: 03

MICHAEL B. BROWN RECORDER

RECORDATION REQUESTED BY: First Financial Bank, N.A. Branch 744 300 High St Hamilton, OH 45011

WHEN RECORDED MAIL TO: First Financial Bank, N.A. Branch 744 300 High St Hamilton, OH 45011

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 17, 2013, is made and executed between Thomas Haluska aka Thomas D. Haluska, whose address is 2017 Bluebird Ln, Highland, IN 46322 (referred to below as "Grantor") and First Financial Bank, N.A., whose address is 300 High St, Hamilton, OH 45011 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 30, 2009 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded January 11, 2010 as Instrument No. 2010 001432 and re-recorded May 13, 2010 as Instrument No. 2010 027351.

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

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1700 1/2 Cleveland Ave, Whiting, IN 46394. The Real Property tax identification number is 45-03-07-201-020.000-025.

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

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 2230095773

To extend the maturity date of the Note to January 12, 2018 0 5

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, but also to all such subsequent actions.

**COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same 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 JANUARY 17, 2013

GRANTOR:

Document is

X

Thomas Haluska aka Thomas D. Haluska Interest is the property of the Lake County Recorder!

ENDER:

Traig Carpenter, Business Advisor

MODIFICATION OF MORTGAGE Loan No: 2230095773 (Continued) Page 3 INDIVIDUAL ACKNOWLEDGMENT ) SS COUNTY OF LAKE On this day before me, the undersigned Notary Public, personally appeared Thomas Haluska aka Thomas D. Haluska, 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 efficial seal this \_ day of \_ Residing at a.a1.20 Notary Public in and for the State of IN My commission expires\_ Document is the property of County Recorder! ) SS COUNTY OF On this day of ( 20 before me, the undersigned Notary Public, personally appeared Craig Carpenter and known to me to be the Business Advisor, authorized agent for First Financial Bank, N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of First Financial Bank, N.A., duly authorized by First Financial Bank, 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 First Financial Bank, N.A. Residing at SYM

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 (Craig Carpenter, Business Advisor).

Notary Public in and for the State of

My commission expires Q: 1.00

This Modification of Mortgage was prepared by: Craig Carpenter, Business Advisor



## **EXHIBIT A**

SITUATED IN LAKE COUNTY, INDIANA, TO-WIT: LOT 44, AND THE NORTH 25 FEET OF LOT 43, EXCEPT THE EAST 93 FEET OF SAID LOTS, IN BLOCK 4, IN CENTRAL PARK ADDITION TO WHITING, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 1, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2010 001431, OF THE LAKE COUNTY, INDIANA RECORDS.

