STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2013 029278

2013 APR 24 AM II: 07

MICHAEL B. BROWN RECORDER

**RECORDATION REQUESTED BY:** 

American Chartered Bank 20 North Martingale Road Suite 600 Schaumburg, IL 60173

WHEN RECORDED MAIL TO:
American Chartered Bank
20 North Martingale Road
Suite 600
Schaumburg, IL 60173

**SEND TAX NOTICES TO:** 

American Chartered Bank 20 North Martingale Road Suite 600 Schaumburg, IL 60173

Document is

## MODIFICATION OF MORTGAGE

the Kake County Recorder:

\*000000594150402-1074004022013\*

THIS MODIFICATION OF MORTGAGE dated April 2, 2013, is made and executed between Columbus Drive LLC (referred to below as "Grantor") and American Chartered Bank, whose suite 600, Schaumburg, IL 60173 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 7, which has been recorded in Lake County, State of Indiana, as follows:

Recorded on March 10, 2008 as Document #2008017131 in the Lake County Recorder's Office, as subsequently modified from time to time.

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

CASHCHARGE	۱
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CHECK# 2198	
OVERAGE 12	
COPY	
NON-CONF	
DEPUTY ad &	•

### Page 2

# MODIFICATION OF MORTGAGE (Continued)

Loan No: 594150402-1

LOTS 14 AND 15, BLOCK 3, PARK ADDITION TO THE INDIANA HARBOR IN THE CITY OF EAST CHICAGO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 32, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 1802 Columbus Drive, East Chicago, IN 46312. The Real Property tax identification number is 2430 0478 0013.

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

#### This Modification of Mortgage reflects the following:

(1) The existing definition of "Borrower" is amended as follows:

The word "Borrower" means Lawrence L. Adams and Lawrence L. Adams, D.D.S, P.C., Columbus Drive LLC, and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 2, 2013.

COLUMBUS DRIVE LLC

LAWRENCE L. ADAMS, D.D.S, P.C. Member of Columbus Drive LLC

By:

Lawrence L. Adams, President/Secretary of Lawrence L.

Adams, D.D.S, P.C.

# **MODIFICATION OF MORTGAGE**

Loan No: 594150402-1 (Continued) Page 3 LENDER: **AMERICAN CHARTERED BANK** Authorized Signer LIMITED LIABILITY COMPANY ACKNOWLEDGMENT STATE OF ) SS COUNTY OF COOK 9 day of Apri and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company. Residing at Palos Park My commission expires 06-05-16 Notary Public in and for the State of "OFFICIAL SEAL" Joan A Fandt Notary Public, State of Illinois My Commission Expires 6/5/2016

Loan No: 594150402-1	MODIFICATION OF MORTGAGE (Continued)	Page 4
	LENDER ACKNOWLEDGMENT	
STATE OF IL	) ) SS	
COUNTY OF COOK	)	
instrument and acknowledged Bank, duly authorized by Amer purposes therein mentioned, ar in fact executed this said instru	day of April , 20 13 , before ared George Glavares and known to me to be ent for American Chartered Bank that executed the visal instrument to be the free and voluntary act and deed cican Chartered Bank through its board of directors or other and on oath stated that he or she is authorized to execute this lument on behalf of American Chartered Bank.  Residing at Palos Pari	within and foregoing of American Chartered wise, for the uses and is said instrument and
Notary Public in and for the Sta		
"OFFICIAL SEAL Joan A Fand! Notary Public, State of II My Commission Expires 6	"NOT OFFICIAL!     Incis   Document is the property of	
I affirm, under the penalties number in this document, unless	for perjury, that I have taken reasonable care to redact	each Social Security
This Modification of Mortgage	was prepared by: AMERICAN CHARTERED BANK	



"OFFICIAL SEAL"
Joan A Fandl
Notary Public, State of Illinois
My Commission Expires 6/5/2016