

2013 079569

2013 OCT 25 AM 10:37

MICHAEL D. BROWN
RECORDER

RECORDATION REQUESTED BY:
CITIZENS FINANCIAL BANK
5311 Hohman Ave.
Hammond, IN 46320

WHEN RECORDED MAIL TO:
Citizens Financial Bank
Attn: Loan Documentation
5311 Hohman Ave.
Hammond, IN 46320

SEND TAX NOTICES TO:
CITIZENS FINANCIAL BANK
5311 Hohman Ave.
Hammond, IN 46320

MODIFICATION OF MORTGAGE

CT/Cm 1300957
1205685

THIS MODIFICATION OF MORTGAGE dated July 22, 2013, is made and executed between Clara Properties LLC, an Indiana limited liability company, whose address is 1306 119th St., Whiting, IN 46394 (referred to below as "Grantor") and CITIZENS FINANCIAL BANK, whose address is 5311 Hohman Ave., Hammond, IN 46320 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 11, 2013 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded at the Office of the Lake County Recorder on February 20, 2013 as Document No. 2013 013236.

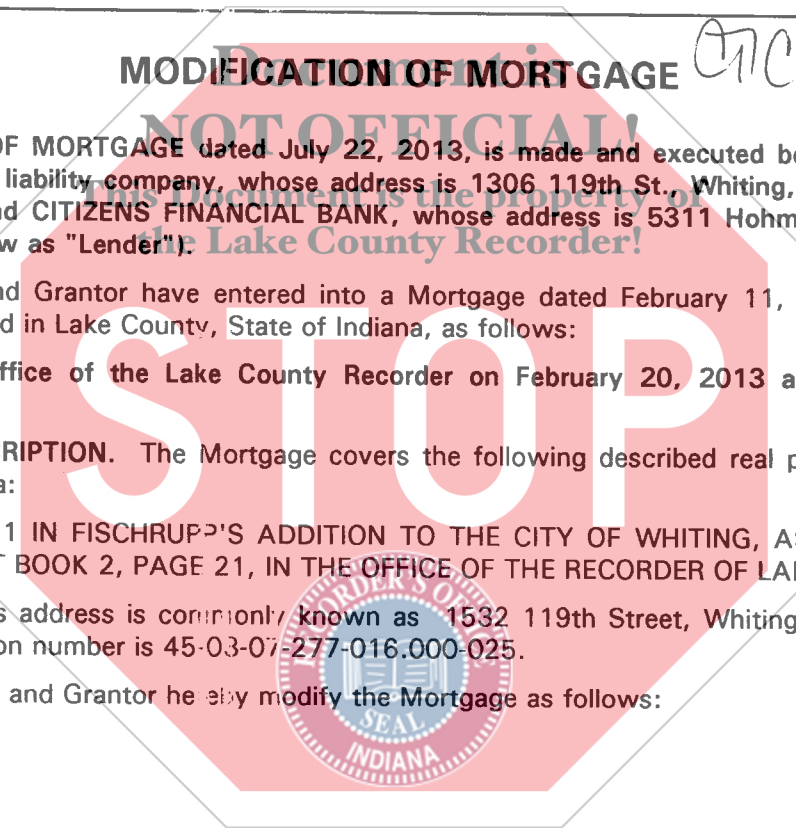
REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Lake County, State of Indiana:

LOT 19 IN BLOCK 1 IN FISCHRUPP'S ADDITION TO THE CITY OF WHITING, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 21, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 1532 119th Street, Whiting, IN 46394. The Real Property tax identification number is 45-03-07-277-016.000-025.

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

CHICAGO TITLE



2200
CT
PP

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 5210955

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(1) The "MAXIMUM LIEN" paragraph on Page 1 of the Mortgage is replaced with the following:
MAXIMUM LIEN. The lien of this Mortgage shall not exceed at any one time \$108,946.60.

(2) The Definition of "Note" is deleted in its entirety and the following Definition of "Note" is added:
Note. The word "Note" means the promissory note dated February 11, 2013, in the original principal amount of \$110,000.00 and the Change In Terms Agreement dated July 22, 2013, in the reduced principal amount of \$108,946.60, from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note of agreement. The maturity date of the Note is extended to July 22, 2028.

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 endorser 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 JULY 22, 2013.

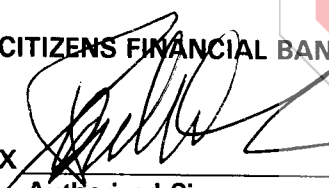
GRANTOR:

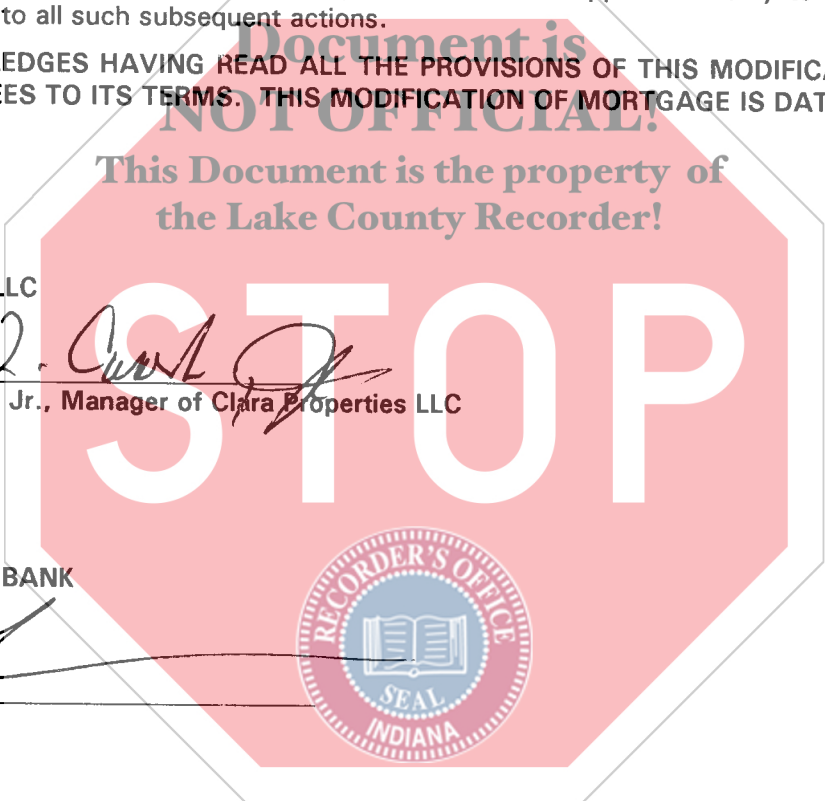
CLARA PROPERTIES LLC

By: 
Joseph L. Curosh, Jr., Manager of Clara Properties LLC

LENDER:

CITIZENS FINANCIAL BANK

X 
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 5210955

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 22 day of July, 2013 before me, the undersigned Notary Public, personally appeared Joseph L. Curosh, Jr., Manager of Clara Properties LLC, and known to me to be a member or designated agent of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free 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.

By _____ Residing at _____

Notary Public in and for the State of _____ My commission expires _____



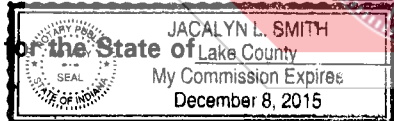
Instrument is NOT OFFICIAL!
LENDER ACKNOWLEDGMENT
This Document is the property of the Lake County Recorder!

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 22 day of July, 2013, before me, the undersigned Notary Public, personally appeared Paul W. Miller and known to me to be the 1st VP, authorized agent for **CITIZENS FINANCIAL BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **CITIZENS FINANCIAL BANK**, duly authorized by **CITIZENS FINANCIAL BANK** 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 **CITIZENS FINANCIAL BANK**.

By _____ Residing at _____

Notary Public in and for the State of _____ My commission expires _____



**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 5210955

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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 (Patricia Smolinski, Loan Processor).

This Modification of Mortgage was prepared by: Patricia Smolinski, Loan Processor



RECORDING PAGE

