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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 000154

2014 JAN -3 AM 9: 02

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:
TCF NATIONAL BANK
COMMERCIAL LENDING DIVISION
800 BURR RIDGE PARKWAY
BURR RIDGE, IL 60527

WHEN RECORDED MAIL TO:
TCF NATIONAL BANK
COMMERCIAL LENDING DIVISION
800 BURR RIDGE PARKWAY
BURR RIDGE, IL 60527



Document is NOT OFFICIAL!
MODIFICATION OF MORTGAGE

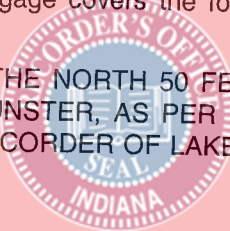
THIS MODIFICATION OF MORTGAGE dated December 1, 2013, is made and executed between THOMAS A. CARTON and LINDA K. CARTON, husband and wife, whose address is 8728 BARING AVE, MUNSTER, IN 46321 (referred to below as "Grantor") and TCF NATIONAL BANK, whose address is 800 BURR RIDGE PARKWAY, BURR RIDGE, IL 60527 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 6, 2002 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

ON NOVEMBER 22, 2002 AS DOCUMENT #2002107363 AMENDED BY THAT CERTAIN MODIFICATION OF MORTGAGE DATED JANUARY 1, 2010 AND RECORDED ON JANUARY 29, 2010 AS DOCUMENT #2010 005417 AND AMENDED BY THAT CERTAIN MODIFICATION OF MORTGAGE DATED SEPTEMBER 1, 2012 AND RECORDED ON OCTOBER 31, 2012 AS DOCUMENT #2012 076923. .

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

THE SOUTH 50 FEET OF LOT 18 AND THE NORTH 50 FEET OF LOT 19 IN HILL AND VALE ESTATES FIRST ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32, PAGE 65, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA



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**MODIFICATION OF MORTGAGE
(Continued)**

The Real Property or its address is commonly known as 8728 BARING AVE, MUNSTER, IN 46321. The Real Property tax identification number is 45-07-20-355-020.000-027.

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

THE PARAGRAPH CAPTIONED AS "NOTE" UNDER THE SECTION "DEFINITIONS" ON PAGE 12 OF THE MORTGAGE IS HEREBY DELETED IN ITS ENTIRETY AND THE FOLLOWING IS SUBSTITUTED IN ITS PLACE:

Note. The word Note means: (a) the Promissory Note dated December 1, 2013, in the principal amount of \$300,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note or agreement. The interest rate on the Note is 6.00%, based on a year of 360 days multiplied by the actual number of days the principal balance is outstanding. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$5,811.78 each and one irregular payment estimated at \$5,811.75. Borrower's first payment is due January 1, 2014, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on December 1, 2018, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. **The maturity date of the Note is December 1, 2018 (Note "A");** and (b) the Promissory Note dated December 1, 2013, in the principal amount of \$400,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note or agreement. The interest rate on the Note is subject to change from time to time based on changes in an index which is the rate announced by Lender as its Base Rate (the "Index"). Interest on the unpaid principal balance of this Note will be calculated, based on a year of 360 days multiplied by the actual number of days the principal balance is outstanding, using a rate of .250 percentage points over the Index, but the interest rate will never be less than 4.50%. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on December 1, 2014. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning January 1, 2014, with all subsequent interest payments to be due on the same day of each month after that. **The maturity date of the Note is December 1, 2014 (Note "B"). (Note A and Note B hereinafter referred to collectively as "Note").**

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.

MODIFICATION OF MORTGAGE
(Continued)

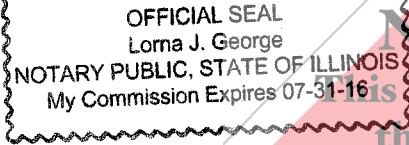
LENDER ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
) SS
COUNTY OF COOK)

On this 18TH day of DECEMBER, 2013, before me, the undersigned Notary Public, personally appeared **MIKAL B. CHRISTOPHERSON** and known to me to be the **Vice President**, authorized agent for **TCF NATIONAL BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **TCF NATIONAL BANK**, duly authorized by **TCF NATIONAL 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 **TCF NATIONAL BANK**.

By LORNA J. GEORGE Residing at 800 BURR RIDGE PARKWAY
LORNA J. GEORGE BURR RIDGE, IL 60527

Notary Public in and for the State of ILLINOIS My commission expires 7-31-16



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 (LORNA GEORGE, LOAN CLOSER).

This Modification of Mortgage was prepared by: **LORNA GEORGE, LOAN CLOSER**

