STATE OF INDIA :: A LAKE COUNTY FILED FOR RECORD

2014 003391

2014 JAN 17 AM 9: 51

MICHAEL B. BROWN

(Space Above This Line For Recording Data)

RECORDER

MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 31st day of May, 2013, between RFC REMODELING, INC., an Indiana Corporation, AS TO P1, whose address is 20076 Calumet Avenue, Lowell, Indiana 46356, Robert F. Coluzzi Jr., whose address is 20076 Calumet Avenue, Lowell, Indiana 46356, and Kelly J. Coluzzi, AS TO P3, whose address is 20076 Calumet Avenue, Lowell, Indiana 46356 ("Mortgagor"), and First Community Bank and Trust whose address is 1111 Dixie Hwy, P.O. Box 457, Beecher, Illinois 60401 ("Lender").

First Community Bank and Trust and Mortgagor entered into a Mortgage dated August 6, 2012 and recorded on August 14, 2012, filed for record in records of COUNTY of LAKE, State of Indiana, with recorder's entry number 2012054358 ("Mortgage"). The Mortgage covers the following described real property:

Address: P1: 17511 SUNSET DR; P3: 20076 CALUMET AVE, Lowell, Indiana 46356

Legal Description: P1: LOTS 25, RECORDED IN PLAT BOOK 97 PAGE 59, AND IN THE CORRECTED PLAT OF MALIBU WOODS, AN ADDITION TO THE TOWN OF LOWELL, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 100, PAGE 29, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

P3: LOT 1, EXCEPT THE NORTH 30 FEET THEROF, IN COLUZZI ACRES, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 98 PAGE 82, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Parcel ID/Sidwell Number: P1: 45-19-24-251-007.000-008; P3: 45-22-01-200-015.000-037

It is the express intent of the Mortgagor and Lender to modify the terms and provisions set forth in the Mortgage. Mortgagor and Lender hereby agree to modify the Mortgage as follows:

• MATURITY DATE EXTENDED TO 11-27-2013.

Mortgagor and Lender agree that the Mortgage including such changes, modifications, and amendments as set forth herein, shall remain in full force and effect with respect to each and every term and condition thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Property. Nothing contained herein shall in any way impair the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or affect any provision, term, condition, or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties, or remedies under the Mortgage it being the intent of Mortgagor and Lender that the terms and provisions thereof shall continue in full force and effect, except as specifically modified herein. Nothing in this Agreement shall constitute a satisfaction of the promissory note or notes, or other credit agreement or agreements secured by the Mortgage.

© 2004-2012 Compliance Systems, Inc. 26F2-1D29 - 2011L2.10.274
Modification Agreement - Real Estate Security Instrument DL6016

Page 1 of 4

www.compliancesystems.com

, pd

CASH ____ CHARGE # C 36

CHECK # ____ OVERAGE ___ 3 ___ COPY ____ NON-COM ____ CLERK ___ AAA

E

Lender's consent to this Agreement does not waive Lender's right to require strict performance of the Mortgage modified above, nor obligate Lender to make any future modifications. Any guarantor or cosigner shall not be released by virtue of this Agreement.

If any Mortgagor who signed the original Mortgage, does not sign this Agreement, then all Mortgagors signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Agreement 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.

This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

ORAL AGREEMENTS DISCLAIMER. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Mortgagor and Lender acknowledge that they have read all the provisions contained in this Agreement, and that they accept and agree to its terms.



		BUSINESS ACI	KNOWLEDGMEN	VT	
STATE OF	ILLINOIS			,	•
COUNTY OF	WILL 3 9	j		e de la companya de	
This instrument President of I personally appe	t was acknowledged Lending on behalf ared before me.	on the 29th da of First Commu	y of October, 201 inity Bank and A	13, by Thomas Bu Frust, a(n) Illinois: 14mb - 1770 1844 ACAL	rton, Senior Vice corporation, who
In witness where	eof, I hereunto set m	y hand and officia	l seal.	CALC ELECTROPE CONC	9.784107 }
My commission	expires: <u>W-19-</u> 2	0/3]	Jendi.	Wail	and the second
	residing at,]	Will County, IL		
(Official Seal) NOTA MY (OFFICIAL SEAL LINDA WARD RY PUBLIC - STATE OF IL COMMISSION EXPIRES:04	Linois /19/15 OF	ment is	L!	
THIS INSTRUM	MENT WAS PREPA	PED BY	IS the prope	ORDING RETURN	TO
	ty Bank and Trust	Lake Cou	1404-7 1/00040	inity Bank and Tru	
	en Loan Processor			, Loan Processor	
1111 Dixie Hwy	., P.O. Box 457			wy., P.O. Box 457	de San
Beecher, IL 604			Beecher, IL	60401	ŝ
	the penalties for		- [· [· [· [· [· [· [· [· [· [\$
	sonable care to rec		}	an juga katangangan dalam An juga kangangan dalam	
Security num		cument, unless	English Company	Manual Ma	burning
required by law					
Guand	artine	(Seal)			1
Susan Karstens	en Loan D	ate will	R'S O	//	4. A.
Processor				./	
Loan Processor Trust	for First Communi	ty Bank and			
	systems, Inc. 26F2-1D29 - 2011L2 Real Estate Security Instrument DL		age 4 of 4		www.compfiancesystems.com

4.4

INDIVIDUAL ACKNOWLEDGMENT STATE OF **ILLINOIS** COUNTY OF WILL The foregoing instrument was acknowledged by Robert F. Coluzzi Jr., and Kelly J. Coluzzi, before me on May 31, 2013. In witness whereof, I hereunto set my hand and my official seal. Ward My commission expires: 4-19 20/5 OFFICIAL SEAL Will County, IL LINDA WARD Identification Number NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:04/19/15 **BUSINESS ACKNOWLEDGMENT** STATE OF **ILLINOIS** WILL **COUNTY OF** This instrument was acknowledged on the 31st day of May, 2013, by Robert F. Coluzzi Jr., President on behalf of RFC REMODELING, INC., an Indiana Corporation, who personally appeared before me. In witness whereof, I hereunto set my hand and official seal he property of My commission expires: 4/9 20/5 Will County, IL OFFICIAL SEAL Identification Number LINDA WARD NOTARY PUBLIC - STATE OF ILLINOIS Seal COMMISSION EXPIRES:04/19/15 LENDER: First Community Bank and Trust (Seal) By: Thomas Burton Date

Its: Senior Vice President of Lending