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2014 010263

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 FEB 20 AM 9:03

MICHAEL B. BROWN  
RECORDER

**RECORDATION REQUESTED BY:**

FIRST MIDWEST BANK  
GURNEE BRANCH  
ONE PIERCE PLACE  
SUITE 1500  
ITASCA, IL 60143

**WHEN RECORDED MAIL TO:**

First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502

3890002797-1, 1982, 410, 66009

**MODIFICATION OF MORTGAGE**

THIS MODIFICATION OF MORTGAGE dated January 10, 2014, is made and executed between LAWRENCE P. BUXTON, whose address is 23628 SOUTH ASHLAND AVENUE, CRETE, IL 604179307 and TIFFANY A. GUTTMAN, whose address is 2050 3C SHERWOOD LAKE DRIVE, SCHERERVILLE, IN 463752745 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

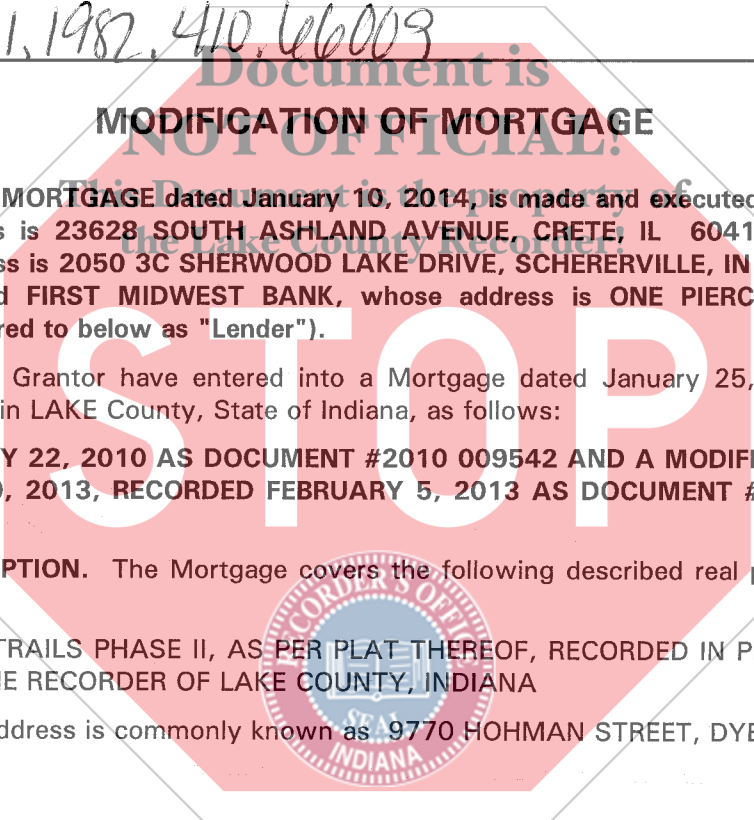
MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 25, 2010 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

RECORDED FEBRUARY 22, 2010 AS DOCUMENT #2010 009542 AND A MODIFICATION OF MORTGAGE DATED JANUARY 10, 2013, RECORDED FEBRUARY 5, 2013 AS DOCUMENT #2013 009279, IN LAKE COUNTY, INDIANA.

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

LOT 88, IN PRAIRIE TRAILS PHASE II, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 94 PAGE 90, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 9770 HOHMAN STREET, DYER, IN 463117709. The



22.00  
2 REF 100454159 E  
100454238  
PP

**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 1

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Real Property tax identification number is 45-10-36-326-006.000-032.

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

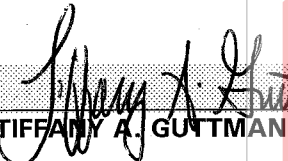
To delete in the definition of "Note" the following sentence: "The maturity date of this Mortgage is January 10, 2014." and insert in lieu thereof the following: "The maturity date of the Note is January 10, 2015." .

**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.

**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 10, 2014.**

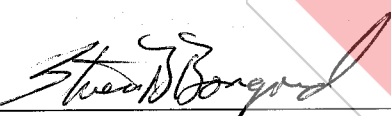
**GRANTOR:**

X   
LAWRENCE P. BUXTON

X   
TIFFANY A. GUTTMAN

**LENDER:**

**FIRST MIDWEST BANK**

X   
Authorized Signer



MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 1

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS  
COUNTY OF Lake )

On this day before me, the undersigned Notary Public, personally appeared **LAWRENCE P. BUXTON** and **TIFFANY A. GUTTMAN**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 28 day of January, 2014.

By Darlene M Resch Residing at 300 N Hunt Club Rd  
Gurnee IL 60031  
Notary Public in and for the State of Illinois My commission expires 04/06/2015

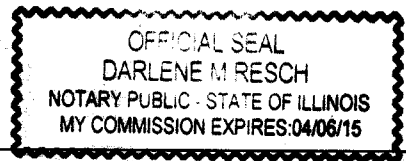


Document is  
NOT OFFICIAL  
LENDER ACKNOWLEDGMENT  
This Document is the property  
of the Lake County Recorder!

STATE OF IL )  
 ) SS  
COUNTY OF LAKE )

On this 28<sup>th</sup> day of JANUARY, 2014, before me, the undersigned Notary Public, personally appeared Steven B Bergward and known to me to be the Vice President, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By Darlene M Resch Residing at 300 N Hunt Club Rd  
Gurnee IL 60031  
Notary Public in and for the State of ILLINOIS My commission expires 04/06/2015



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 (Kelly Keith).

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 1

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This Modification of Mortgage was prepared by: FIRST MIDWEST BANK

