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2014 010509

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 FEB 21 AM 9:22

MICHAEL B. BROWN
RECORDER

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MODIFICATION AGREEMENT - MORTGAGE

THIS MODIFICATION AGREEMENT ("Agreement") is made this 27th day of November, 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.

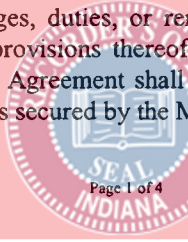
P3: LOT 1, EXCEPT THE NORTH 30 FEET THEROF, IN COLUZZI ACRES, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 98 PAGE 82, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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 5-27-2014.

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.



11/27/13

AMOUNT \$ 18.00
 CASH _____ CHARGE _____
 CHECK# 146585
 OVERAGE 3.00
 COPY _____
 NON-CONF _____
 DEPUTY sf

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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.

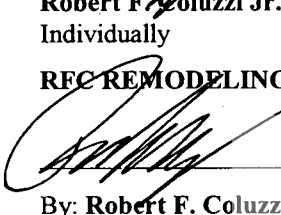
This Agreement shall be binding upon the heirs, successors, and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

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.

 _____ (Seal)

Robert F. Coluzzi Jr. Date
Individually
RFC REMODELING, INC.

 _____ (Seal)

By: **Robert F. Coluzzi Jr.** Date
Its: **President**

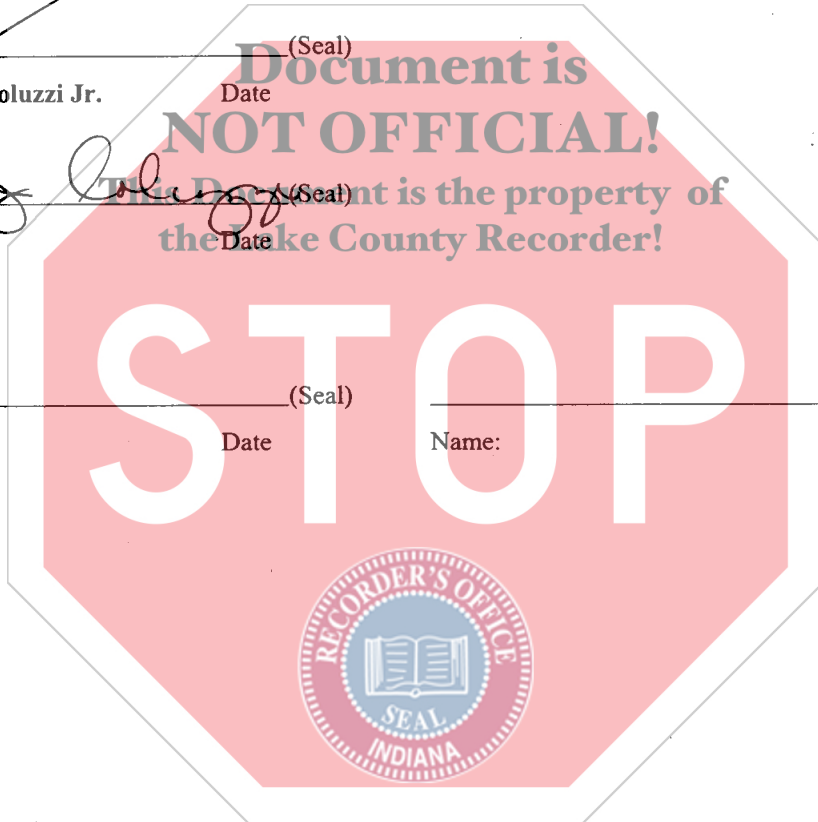
 _____ (Seal)

Kelly J. Coluzzi Date
Individually

Witnessed by:

_____ (Seal)
Name: _____ Date _____

_____ (Seal)
Name: _____ Date _____

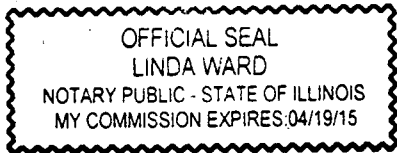


INDIVIDUAL ACKNOWLEDGMENT

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.

My commission expires: 4/19/2015



(Official Seal)

Linda Ward
Will County, IL
Identification Number

BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF WILL)

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.

My commission expires: 4/19/2015



(Official Seal)

Linda Ward
Will County, IL
Identification Number

LENDER: First Community Bank and Trust

Thomas Burton (Seal)

By: Thomas Burton Date
Its: Senior Vice President of Lending



BUSINESS ACKNOWLEDGMENT

STATE OF ILLINOIS)
)
COUNTY OF WILL)

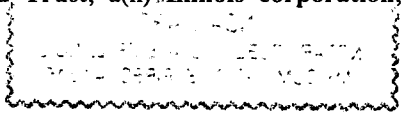
This instrument was acknowledged on the 29th day of October, 2013, by Thomas Burton, Senior Vice President of Lending on behalf of First Community Bank and Trust, a(n) Illinois corporation, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: [Redacted]

[Redacted] residing at [Redacted],
[Redacted], [Redacted]

[Redacted]
Will County, IL



(Official Seal)

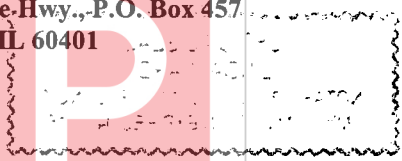
Document is NOT OFFICIAL!

This Document is the property of The Lake County Recorder

THIS INSTRUMENT WAS PREPARED BY:
First Community Bank and Trust
Susan Karstensen Loan Processor
1111 Dixie Hwy., P.O. Box 457
Beecher, IL 60401

AFTER RECORDING RETURN TO:
First Community Bank and Trust
Linda Ward, Loan Processor
1111 Dixie Hwy., P.O. Box 457
Beecher, IL 60401

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.



(Seal)

Susan Karstensen Loan Processor
Date
Loan Processor for First Community Bank and Trust

