

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 016545

2014 MAR 21 AM 10:32

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

American Savings, FSB
St. John
7880 Wicker Ave
St. John, IN 46373

WHEN RECORDED MAIL TO:

American Savings, FSB
St. John
7880 Wicker Ave
St. John, IN 46373

SEND TAX NOTICES TO:

American Savings, FSB
St. John
7880 Wicker Ave
St. John, IN 46373

Document is
NOT OFFICIAL
MODIFICATION OF MORTGAGE

This Document is the property of
the Lake County Recorder

THIS MODIFICATION OF MORTGAGE dated February 28, 2014, is made and executed between Lake County Trust Company, as Trustee under the provisions of a trust agreement dated the 15th day of January, 1993, known as Trust Number 4395, as to Parcel 1, and Lake County Trust Company, as Trustee under the provisions of a trust agreement dated the 7th day of February, 1997, known as Trust Number 4839, as to Parcels 2 and 3, whose address is 9800 Connecticut Dr., Ste. B2-700, Crown Point, IN 46307 (referred to below as "Grantor") and American Savings, FSB, whose address is 7880 Wicker Ave, St. John, IN 46373 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated January 10, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Said Mortgage recorded on January 27, 2006 as Document No. 2006 006452 in the Office of the Recorder of Lake County, Indiana.

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

Parcel 1: The North 68 feet of Lot 92 in suburban Terrace Addition, in the Town of Dyer, as per plat thereof, recorded in Plat Book 31, Page 94, in the Office of the Recorder of Lake County, Indiana. More commonly known as: 1620 Harrison Ave., Dyer, IN 46311. Parcel 2: Lot 41 in Suburban Terrace Addition, in the Town of Dyer, as per plat thereof, recorded in Plat Book 31, Page 94, in the Office of the Recorder of Lake County, Indiana. More commonly known as: 529 Belden Drive, Dyer, IN 46311. Parcel 3: Lot 73 in East Suburban Addition to the Town of Dyer as per plat thereof, recorded in Plat Book 31, Page 13, in the Office of the Recorder of Lake County, Indiana. More commonly known as: 1428 Greenwood Avenue, Dyer, IN 46311.

The Real Property or its address is commonly known as 1620 Harrison Avenue/529 Belden Drive/1428 Greenwood Avenue, Dyer, IN 46311. The Real Property tax identification number is 12-14-0104-0092/12-14-0104-0041/12-14-0066-0073/.

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

New maturity date on said Mortgage will be January 10, 2016.

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

Chicago Title Insurance Company

1-14-14
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CTJ
DYN

**CTIC Has made an accomodation
recording of the instrument.**

83392C

MODIFICATION OF MORTGAGE
(Continued)

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 FEBRUARY 28, 2014.

GRANTOR:

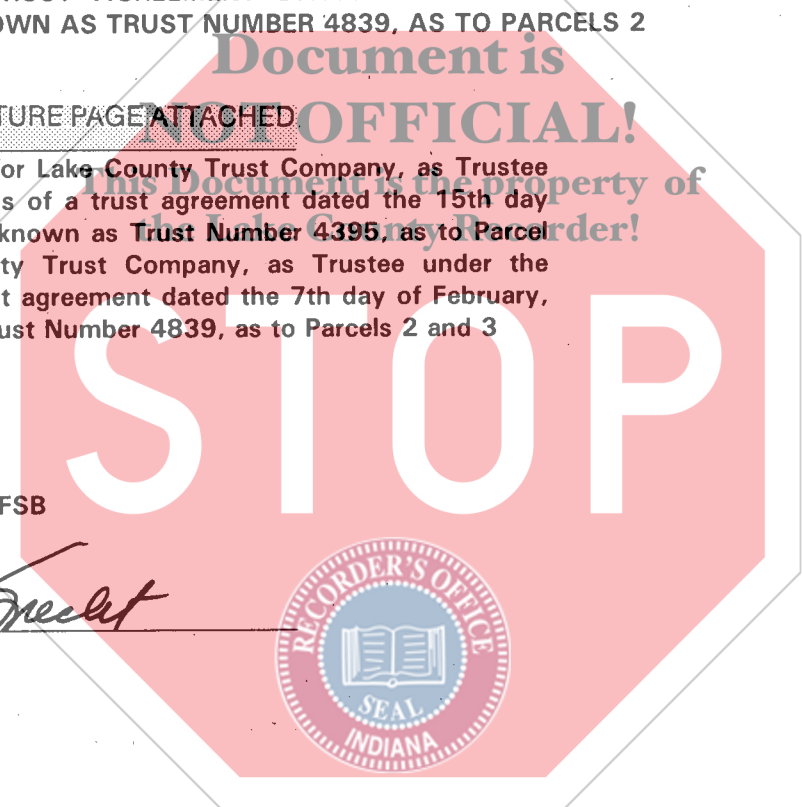
LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 15TH DAY OF JANUARY, 1993, KNOWN AS TRUST NUMBER 4395, AS TO PARCEL 1, AND LAKE COUNTY TRUST COMPANY, AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 7TH DAY OF FEBRUARY, 1997, KNOWN AS TRUST NUMBER 4839, AS TO PARCELS 2 AND 3

By: SEE SIGNATURE PAGE ATTACHED
Authorized Signer for Lake County Trust Company, as Trustee under the provisions of a trust agreement dated the 15th day of January, 1993, known as Trust Number 4395, as to Parcel 1, and Lake County Trust Company, as Trustee under the provisions of a trust agreement dated the 7th day of February, 1997, known as Trust Number 4839, as to Parcels 2 and 3

LENDER:

AMERICAN SAVINGS, FSB

x Brian D. [Signature]
Authorized Signer



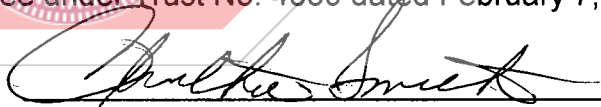
It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Trust Officer this 14th day of March, 2014.

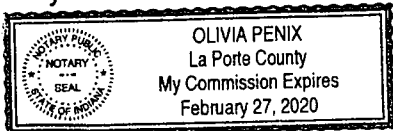
LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated January 15, 1993 and known as Trust No. 4395, and as Trustee under Trust No. 4839 dated February 7, 1997.

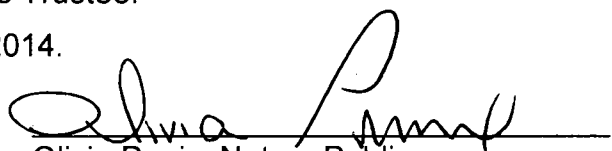
By: 
Olintha Smith, Assistant Trust Officer

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Olintha Smith, Assistant Trust Officer of the Lake County Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as her free and voluntary act, acting for such corporation as Trustee.

Witness my hand and seal this 14th day of March, 2014.




Olivia Penix, Notary Public

My Commission expires: 02-27-2020

Lake County, IN. resident

TRUST ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____ of Lake County Trust Company, as Trustee under the provisions of a trust agreement dated the 15th day of January, 1993, known as Trust Number 4395, as to Parcel 1, and Lake County Trust Company, as Trustee under the provisions of a trust agreement dated the 7th day of February, 1997, known as Trust Number 4839, as to Parcels 2 and 3, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

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

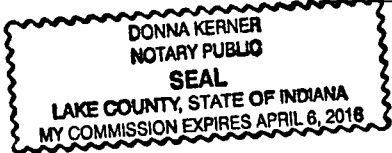
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LENDER ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 28th day of February, 2014, before me, the undersigned Notary Public, personally appeared Brian D. Specht and known to me to be the Vice President, authorized agent for American Savings, FSB that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of American Savings, FSB, duly authorized by American Savings, FSB 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 American Savings, FSB.

By Donna Kerner Residing at Lake Co.
Notary Public in and for the State of IN My commission expires 4-6-2016



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 (Brian D. Specht, Vice President).

This Modification of Mortgage was prepared by: Brian D. Specht, Vice President