

4

2014 028981

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 MAY 21 AM 9:17

RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
GURNEE BRANCH
ONE PIERCE PLACE
SUITE 1500
ITASCA, IL 60143

MICHAEL B. BROWN
RECORDER

WHEN RECORDED MAIL TO:
First Midwest Bank
Gurnee Branch
P.O. Box 9003
Gurnee, IL 60031-2502



3890013380-1 1996 46009

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 25, 2014, is made and executed between JAMES C. MOES and TERRI L. MOES, HUSBAND AND WIFE, whose address is 2121 MARTHA STREET, HIGHLAND, IN 463222356 (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 March 25, 2013 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

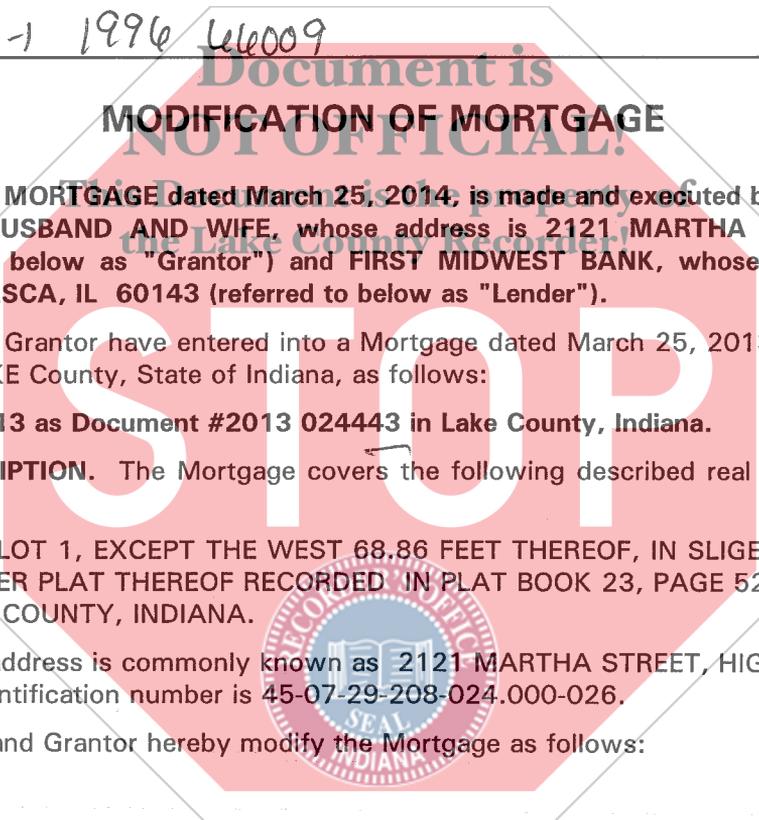
Recorded April 5, 2013 as Document #2013 024443 in Lake County, Indiana.

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

THE EAST HALF OF LOT 1, EXCEPT THE WEST 68.86 FEET THEREOF, IN SLIGER ACRES, IN THE TOWN OF HIGHLAND, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 23, PAGE 52, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 2121 MARTHA STREET, HIGHLAND, IN 463222356. The Real Property tax identification number is 45-07-29-208-024.000-026.

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



ck. 21-
100472070
DN
REF

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 1

Page 2

To modify the definition of Note to delete the following: "The maturity date of the Note is March 25, 2014" and insert in lieu thereof the following: "The maturity of the Note is March 25, 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 MARCH 25, 2014.

GRANTOR:

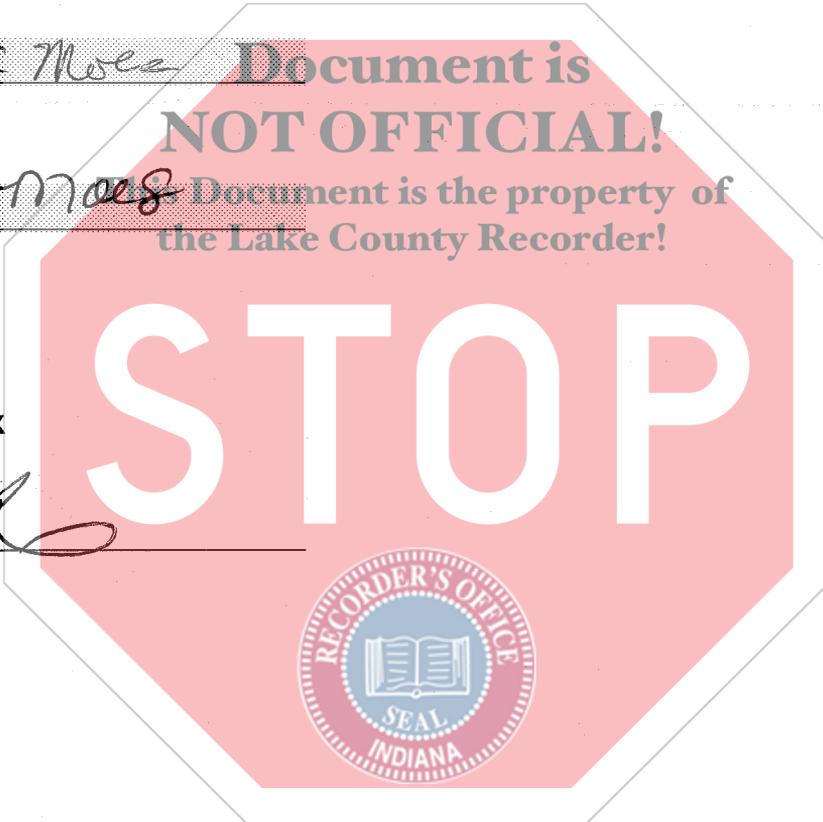
X *James C. Moes*
JAMES C. MOES

X *Terril L. Moes*
TERRI L. MOES

LENDER:

FIRST MIDWEST BANK

X *[Signature]*
Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 1

Page 3

INDIVIDUAL ACKNOWLEDGMENT

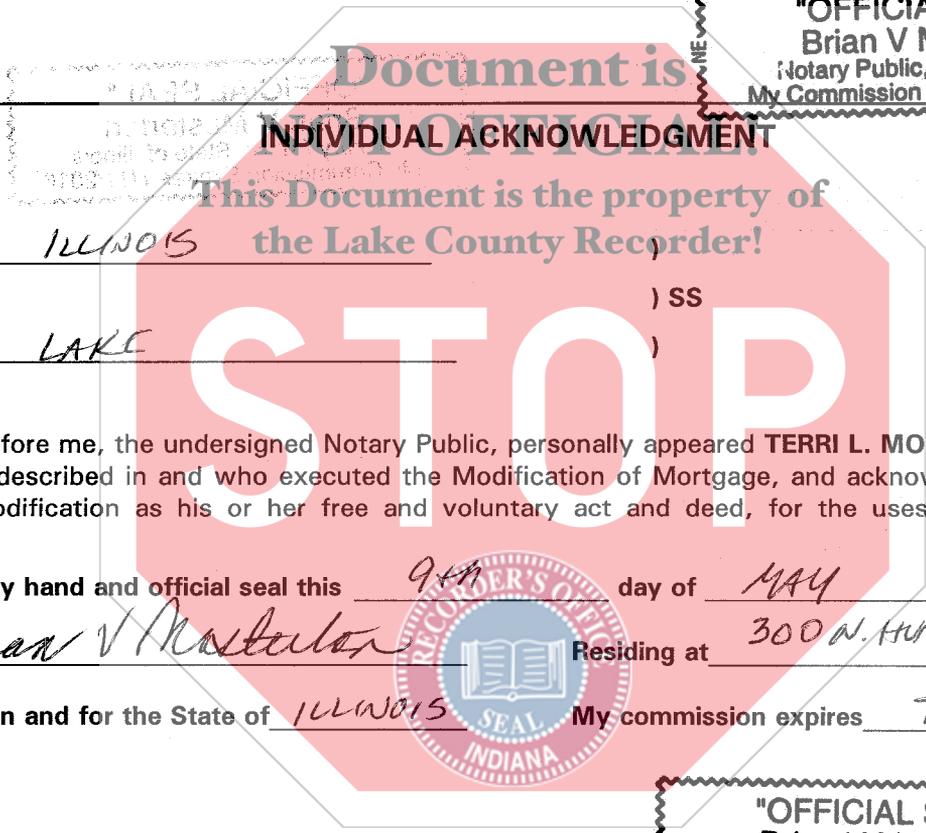
STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

On this day before me, the undersigned Notary Public, personally appeared **JAMES C. MOES**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of MAY, 2014.

By Brian V Masterton Residing at 300 N GURNEE 60031 HUNT CLUB

Notary Public in and for the State of ILLINOIS My commission expires 7/11/2016



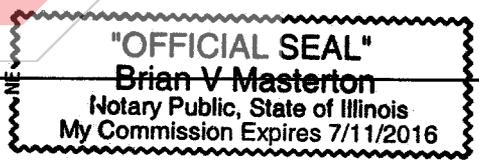
STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

On this day before me, the undersigned Notary Public, personally appeared **TERRI L. MOES**, to me known to be the individual described in and who executed the Modification of Mortgage, and acknowledged that he or she signed the Modification as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of MAY, 2014.

By Brian V Masterton Residing at 300 N HUNT CLUB RD GURNEE IL 60031

Notary Public in and for the State of ILLINOIS My commission expires 7-11-16



MODIFICATION OF MORTGAGE
(Continued)

Loan No: 1

Page 4

LENDER ACKNOWLEDGMENT

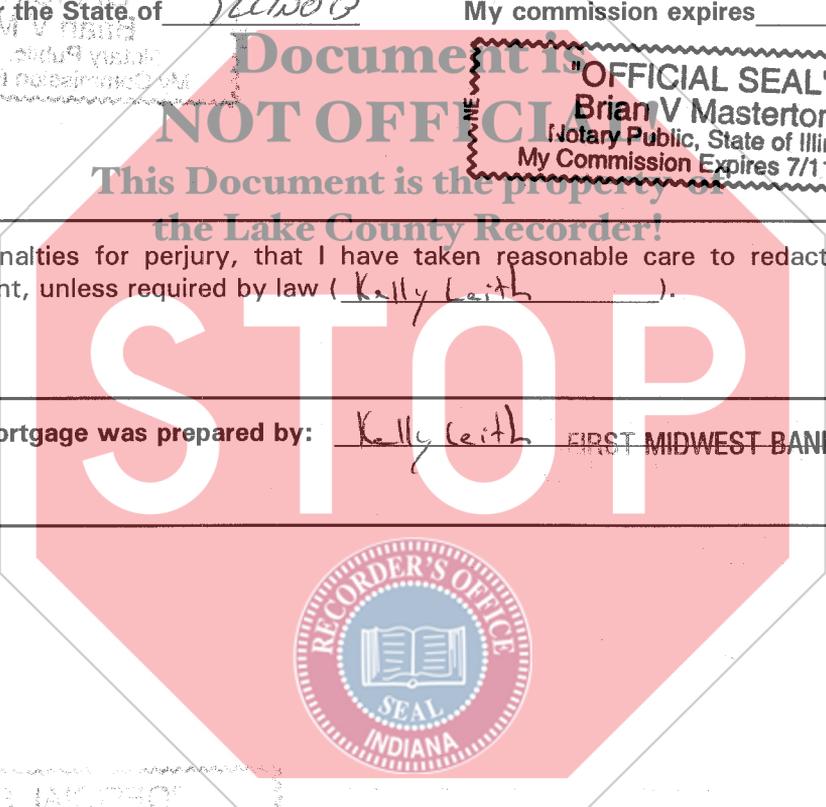
STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

On this 9th day of MAY, 2014, before me, the undersigned Notary Public, personally appeared BRUCE PESSIN and known to me to be the CBPM, 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 Brian V Masterton Residing at 300 N. HUNT CLUB RD GURNEE, IL 60031
Notary Public in and for the State of ILLINOIS My commission expires 7-11-16

ILLINOIS
NOTARY PUBLIC
BRIAN V MASTERTON
COMMISSION EXPIRES 7/11/2016

"OFFICIAL SEAL"
Brian V Masterton
Notary Public, State of Illinois
My Commission Expires 7/11/2016



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 (Kelly Leith).

This Modification of Mortgage was prepared by: Kelly Leith **FIRST MIDWEST BANK**

ILLINOIS
NOTARY PUBLIC
BRIAN V MASTERTON
COMMISSION EXPIRES 7/11/2016