?

2014 049497

2014 AUG 19 AM 8: 35

MICHAEL B. BROWN RECORDER

(Space Above This Line For Recording Data)

NMLS COMPANY IDENTIFIER: 409387 NMLS ORIGINATOR IDENTIFIER: 746131

LOAN #01-21011674

## **MODIFICATION AGREEMENT - MORTGAGE**

THIS MODIFICATION AGREEMENT ("Agreement") is made this 5th day of August, 2014, between ROBERT L ERIKS and GWENDOLYN J ERIKS, HUSBAND AND WIFE, whose address is 3447 W LAKESHORE DR, CROWN POINT, Indiana 46307 ("Mortgagor"), and NEW BUFFALO SAVINGS BANK whose address is 45 NORTH WHITTAKER STREET, NEW BUFFALO, Michigan 49117 ("Lender").

NEW BUFFALO SAVINGS BANK and Mortgagor entered into a Mortgage dated April 4, 2014 and recorded on April 22, 2014, filed for record in records of COUNTY of LAKE, State of Indiana, with recorder's entry number 2014022417 ("Mortgage"). The Mortgage covers the following described real property:

Address: 3447 W LAKESHORE DR, CROWN POINT, Indiana 46307

Legal Description: LOT NUMBERED 842 IN LAKES OF FOUR SEASONS, UNIT NO. 4 AS PER PLAT THEREOF RECORDED IN PLAT BOOK 38, PAGE 3 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

Parcel ID/Sidwell Number: 45-17-16-205-010.000-044

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:

## • INCREASE MAXIMUM AUTHORITY TO \$200,000.00 order!

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.

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-

© 2004-2013 Compliance Systems, Inc. 4A5A-2B67 - 2013L2.E2.356 Modification Agreement - Real Estate Security Instrument DL6016

www.compliancesystems.com

(	NY	AMOUNT \$_ CASH CHECK # OVERAGE _ COPY	16- CHARGE 0 27515	
		NON - COM _	an	E

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 term (Seal) ROBERT L ERIKS Date INDIVIDUAL ACKNOWLEDGMENT STATE OF **MICHIGAN** COUNTY OF BERRIEN The foregoing instrument was acknowledged by ROBERT I ERIKS and GWENDOLYN J ERIKS, HUSBAND AND WIFE, before me on August 5, 2014. In witness whereof, I hereunto set my hand and, if applicable, my official seal. My commission expires 06-11-19 BEDNAR KIMBERLY K BEDNAR Berrien County, MI Notary Public - Michig Acting in the County of Berrien, MI **Berrien County** Identification Number ission Expires Jun 11, 2019 (Official Seal) LENDER: NEW BUFFALO S FRED TRIEZENBERG Its: MORTGAGE LOAN ORIGINATOR

BUSINESS ACK	NOWLEDGMENT
STATE OF MICHIGAN )  COUNTY OF BERRIEN )  This instrument was acknowledged on the 5th day of A behalf of NEW BUFFALO SAVINGS BANK, a appeared before me.	FRED MORTGAGE LOAN August, 2014, by <u>TRIEZENBERG</u> , <u>ORIGINATOR</u> on (n) A FEDERAL SAVINGS BANK, who personally
In witness whereof, I hereunto set my hand and, if appl	icable, official seal.
My commission expires: 06-11-19	KIMBERLY K BEDNAR
(Official Seal)	Berrien County, MI Acting in the County of Berrien, MI Identification Number
	the property of aty Recorder!
THIS INSTRUMENT WAS PREPARED BY: NEW BUFFAL O SAVINGS BANK 45 NORTH WHITTAKER STREET New Buffalo, MI 49117 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. NEW BUFFALO SAVINGS BANK	AFTER RECORDING RETURN TO: NEW BUFFALO SAVINGS BANK 45 NORTH WHITTAKER STREET New Buffalo, MI 49117
© 2004-2013 Compliance Systems, Inc. 4A5A-2B67 - 2013L2,E2.356 Modification Agreement - Real Estate Security Instrument DL6016	ge 3 of 3 www.compliancesystems.com

4 Supplied to the second section of the second section of the second section of the second se