

STATE OF INSUA:
LAKE COUNTY
FILED FOR RECORD

2014 051127

2014 AUG 26 AM 10: 16

MICHAEL D. BROWN RECORDER

RECORDATION REQUESTED BY:
STANDARD BANK AND TRUST COMPANY
EASTERN REGION
7725 WEST 98th STREET
HICKORY HILLS, IL 60457

WHEN RECORDED MAIL TO:
STANDARD BANK AND TRUST COMPANY
EASTERN REGION
7725 WEST 98th STREET
HICKORY HILLS, IL 60457

SEND TAX NOTICES TO:
STANDARD BANK AND TRUST COMPANY
EASTERN REGION
7725 WEST 98th STREET
HICKORY HILLS, IL 60457

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated June 18, 2014, is made and executed between Cafe Borgia Real Estate, LLC, whose address is 10018 Calumet Ave., Munster, IN 46321 (referred to below as "Grantor") and STANDARD BANK AND TRUST COMPANY, whose address is 7725 WEST 98th STREET, HICKORY HILLS, IL 60457 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 29, 2012 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

A Mortgage and Assignment of Rents recorded June 4, 2012 as Document Numbers 2012037146 and 2012037147; a Modification of Mortgage recorded June 17, 2013 as Document Number 2013044175 and a Modification of Mortgage recorded June 3 Document Number 20130590.

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

LOT 1 IN CAFE BORGIA, AN ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 100, PAGE 58, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

OCONNOR TITLE SERVICES, INC. 162 W. HUBBARD ST CHICAGO, IL 60654

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 4054810001

The Real Property or its address is commonly known as 10018 Calumet Ave., Munster, IN 46321. The Real Property tax identification number is 45-06-36-279-005.000-027.

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

The principal amount of the Promissory Note is increased to \$75,000.00. Repayment is modified as follows: Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on May 5, 2015. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning July 5, 2014, with all subsequent interest payments to be due on the same day of each month after that as more fully set out in a Change in Terms Agreement of the same date herewith incorporated herein by this reference.

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 JTS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JUNE 18, 2014.

GRANTOR:

This Document is the property of the Lake County Recorder!

CAFE BORGIA REAL ESTATE, LLC

By:

Michael M. Jesso, Member/Manager of Cafe Borgia Real Estate, LLC

By:

Karen Jesso, Member/Manager of Cafe Borgia Real Estate, LLC

Loan No: 4054810001

## MODIFICATION OF MORTGAGE (Continued)

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STANDARD BANK AND TRUST COMPANY

Authorized Signer

EDGMENTOUISE MARTIN LIMITED LIABILITY COMPANY ACKNOW LAKE COUNTY Comm. Expires 11/15/17 ) OFFICIAL SE LOUISE MAR ) SS NOTARY PUBLIC **COUNTY OF** LAKE COUN My Comm. Expires On this before me, the undersigned day of Notary Public, personally appeared Michael A. Jesso, Member/Manager of Cafe Borgia Real Estate, LLC and Karen Jesso, Member/Manager of Cafe Borgia Real Estate, LLC, and known to me to be members or designated agents of the limited liability company that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stafed that they are authorized to execute this Modification and in fact executed the Modification on behalf of the limited liability company. Residing at

Notary Public in and for the State of MOOG

My commission expires



## **MODIFICATION OF MORTGAGE** (Continued)

Loan No: 4054810001 Page 4 LENDER ACKNOWLEDGMENT ) SS **COUNTY OF** On this day of before me, the undersigned Notary Public, personally appeared Jennitor and known to me to be the Sr. Vice President, authorized agent for STANDARD BANK AND TRUST COMPANY that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of STANDARD BANK AND TRUST COMPANY, duly authorized by STANDARD BANK AND TRUST COMPANY 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 STANDARD BANK AND TRUST COMPANY. Residing at My commission expires\_ Notary Public in and for the State of OFFICIAL SEAL LOUISE MARTIN NOTARY PUBLIC - INDIANA My Comm. Expires 19/15/17 cument is the property of Lake County Recorder! I affirm, under the penalties for perjury, that I have taken reasonable care to reduct each Social Security number in this document, unless required by law (Angie Tofil, Loan Documentation Specialist).

This Modification of Mortgage was prepared by: Angie Tofil, Loan Documentation Specialist

