

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 078729

2014 DEC 11 AM 8:48

MICHAEL W. BROWN
RECORDER

RECORDATION REQUESTED BY:

MB Financial Bank, N.A.
CRE Division 2
475 E. 162nd Street
South Holland, IL 60473

WHEN RECORDED MAIL TO:

MB Financial Bank, N.A.
Loan Documentation
6111 N. River Rd.
Rosemont, IL 60018

Document is
MODIFICATION OF MORTGAGE
NOT OFFICIAL!

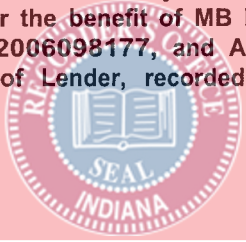


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THIS MODIFICATION OF MORTGAGE dated October 15, 2014, is made and executed between The Community Church of God in Christ, a not-for-profit corporation, whose address is 7125 Hohman Ave., Hammond, IN 46324-1815 (referred to below as "Grantor") and MB Financial Bank, N.A., whose address is 475 E. 162nd Street, South Holland, IL 60473 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated October 26, 2006 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Mortgage dated as of October 26, 2006 executed by The Community Church of God in Christ, Inc., a non-for-profit corporation ("Grantor") for the benefit of MB Financial Bank, N.A. ("Lender"), recorded on November 9, 2006 as document no. 2006098177, and Assignment of Rents of even date therewith executed by Grantor for the benefit of Lender, recorded on November 9, 2006 as document no. 2006098178.



AMOUNT \$ 26-

CASH _____ CHARGE _____

CHECK # 13042479

OVERAGE _____

COPY _____

NON-COM _____

CLERK RM

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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 277159

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

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF HOHMAN AVENUE, (FORMERLY HOHMAN ST.), 872.8 FEET WEST AND 1625.2 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 12, WHICH POINT ON HOHMAN AVE IS 1625.2 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4 AND INTERSECTS WITH THE NORTH ORIGINAL LINE OF THE LAND OF JOHN HODEL; THENCE EAST 408 FEET TO THE WEST LINE OF MEADOWLAND AVENUE, (FORMERLY "MEADOWLANE"); THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID HOHMAN AVE 114 FEET; THENCE WEST 408 FEET TO THE EAST LINE OF HOHMAN AVE; THENCE SOUTH ON THE EAST LINE OF SAID HOHMAN AVE 114.27 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 7125 Hohman Ave. , Hammond, IN 46324. The Real Property tax identification number is 45-123-60605-00.

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

The definition of "Note" set forth in the Mortgage is hereby amended and restated in its entirety as follows: The word "Note" means that certain Promissory Note dated October 15, 2014 in the original principal amount of \$68,424.01 executed by Borrower payable to the order of Lender, as amended, supplemented, modified or replaced from time to time.

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.

WAIVER. GRANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES:

EACH OF GRANTOR AND, BY ITS ACCEPTANCE HEREOF, LENDER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELINQUISHES: ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING (i) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY BE DELIVERED RELATED TO THIS AGREEMENT OR (ii) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, IN FURTHERANCE OF, OR RELATED TO THIS AGREEMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT RELATED THERETO, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT A JURY.

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 277159

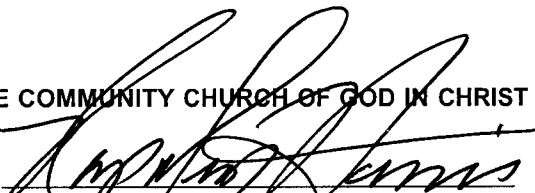
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 15, 2014.

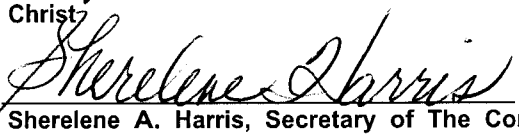
GRANTOR:

THE COMMUNITY CHURCH OF GOD IN CHRIST

By:


Napoleon Harris, President of The Community Church of God in Christ

By:

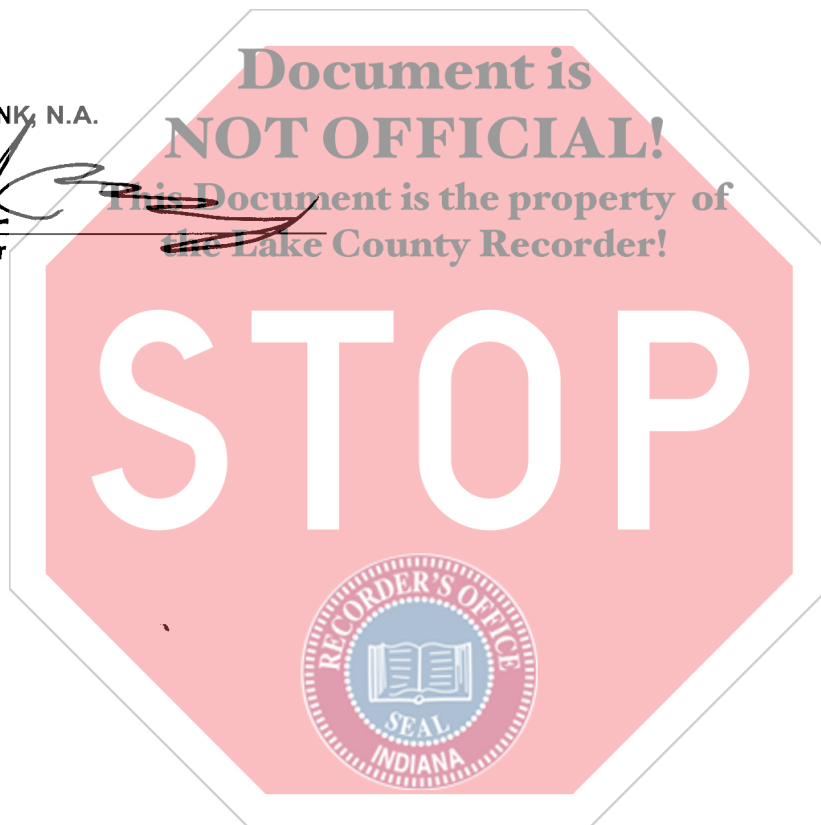

Sherelene A. Harris, Secretary of The Community Church of God in Christ

LENDER:

MB FINANCIAL BANK, N.A.

X


Authorized Signer



MODIFICATION OF MORTGAGE
(Continued)

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CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
COUNTY OF Cook)



On this 4th day of November, 20 14, before me, the undersigned Notary Public, personally appeared **Napoleon Harris, President of The Community Church of God in Christ and Sherelene A. Harris, Secretary of The Community Church of God in Christ**, and known to me to be authorized agents of the corporation that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at South Holland
Notary Public in and for the State of Ill My commission expires 11/7/2017

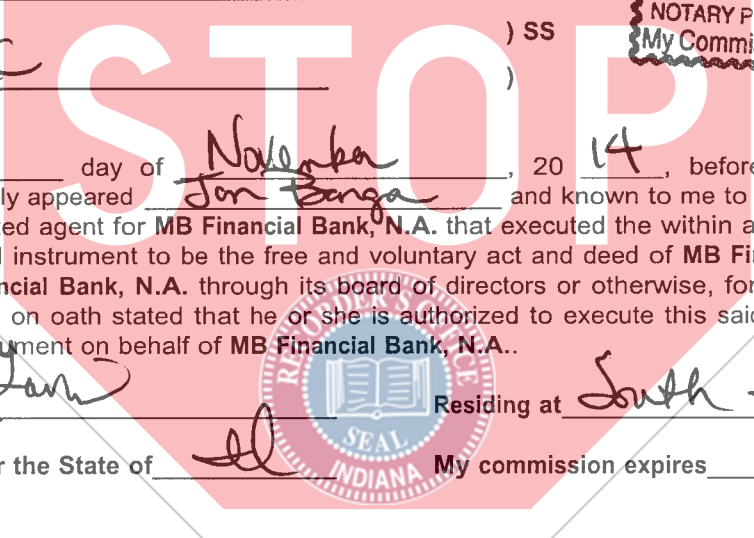
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LENDER ACKNOWLEDGMENT
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STATE OF Illinois)
)
) SS
COUNTY OF Cook)



On this 4th day of November, 20 14, before me, the undersigned Notary Public, personally appeared Jon Banga and known to me to be the Vice President, authorized agent for **MB Financial Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MB Financial Bank, N.A.**, duly authorized by **MB Financial Bank, N.A.** 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 **MB Financial Bank, N.A.**

By [Signature] Residing at South Holland
Notary Public in and for the State of Ill My commission expires 11/7/2017



**MODIFICATION OF MORTGAGE
(Continued)**

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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 (Name/Ln #/LR #).

This Modification of Mortgage was prepared by: Name/Ln #/LR #



RECORDING PAGE

