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2014 078983

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 DEC 12 AM 8:33

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

First Merchants Bank, N.A.
Munster 45th
1720 45th Street
Munster, IN 46321

WHEN RECORDED MAIL TO:

First Merchants Bank
ATTN: Loan Operations - Documents
P. O. Box ~~7011~~ 792
Muncie, IN 47308

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MODIFICATION OF MORTGAGE

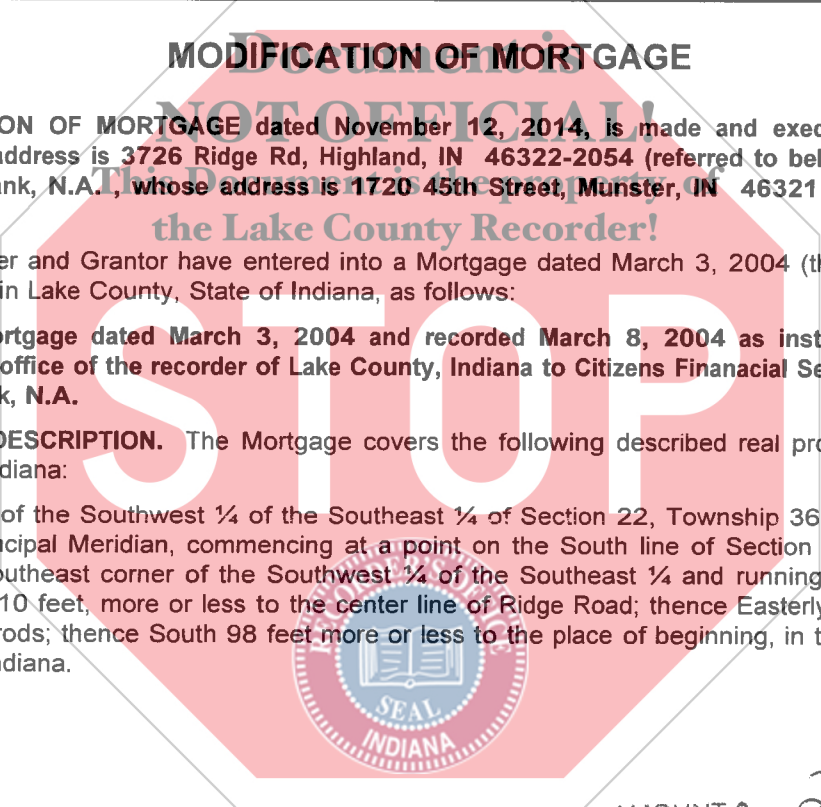
THIS MODIFICATION OF MORTGAGE dated November 12, 2014, is made and executed between Denise Mathews, whose address is 3726 Ridge Rd, Highland, IN 46322-2054 (referred to below as "Grantor") and First Merchants Bank, N.A., whose address is 1720 45th Street, Munster, IN 46321 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 3, 2004 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Real estate mortgage dated March 3, 2004 and recorded March 8, 2004 as instrument number 2004 019345 in the office of the recorder of Lake County, Indiana to Citizens Financial Services, FSB NKA First Merchants Bank, N.A.

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

Parcel 1: Part of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 36 North, Range 9 West of the 2nd Principal Meridian, commencing at a point on the South line of Section 22, which is 20 rods West of the Southeast corner of the Southwest 1/4 of the Southeast 1/4 and running thence West 5 rods; thence North 110 feet, more or less to the center line of Ridge Road; thence Easterly along the center line of said road 5 rods; thence South 98 feet more or less to the place of beginning, in the Town of Highland, Lake County, Indiana.



AMOUNT \$ 21-

CASH _____ CHARGE _____

CHECK # 000011889

OVERAGE 00012052

COPY _____

NON-COM _____

CLERK ln

ln

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**MODIFICATION OF MORTGAGE
(Continued)**

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Parcel 2: Part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 27, Township 36 North, Range 9 West of the Second Principal Meridian, commencing at a point which is 20 rods West of the Northeast corner of said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence South 18 rods; thence West 5 rods; thence North 18 rods; thence East 5 rods to the place of beginning.

The Real Property or its address is commonly known as 3726 Ridge Rd, Highland, IN 46322. The Real Property tax identification number is Parcel 1 (45-07-22-456-011.000-026; 45-07-22-456-011.000-026); Parcel 2 (45-07-27-202-006.000-026; 45-07-27-202-006.000-026).

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

The word "Note" means the promissory note dated November 12, 2014 in the original principal amount of \$78,151.24 from Borrower/Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is October 21, 2015.

Also to add the following:

Future Advance. In addition to the note, this mortgage secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future obligations and advances which Lender may make to Grantor, together with all interest thereon, whether such future obligations and advances arise under the Note, this Mortgage otherwise. This Mortgage also secures all modifications, extensions and renewals of the Note, the Mortgage, or any amounts expended by Lender on Grantor's behalf as provided for in this mortgage. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice, and any other material, applicable notices, are given.

Also to add the following:

Additional Lien Provision. The Grantor, without the prior written consent of the Lender, shall not effect, suffer or permit any voluntary or involuntary, consensual or non-consensual conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation upon the Real Estate.

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 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.

MODIFICATION OF MORTGAGE
(Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED NOVEMBER 12, 2014.

GRANTOR:

X Denise Mathews
Denise Mathews

LENDER:

FIRST MERCHANTS BANK, N.A.

X Daniel Nable
Authorized Signer
DANIEL NABLE

STATE OF INDIANA)
COUNTY OF LAKE)

Document is
INDIVIDUAL ACKNOWLEDGMENT
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

On this day before me, the undersigned Notary Public, personally appeared **Denise Mathews**, 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.

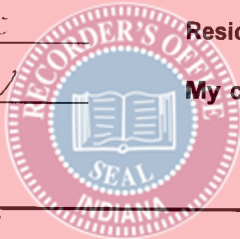
Given under my hand and official seal this 13th day of NOVEMBER, 2014.

By Patricia A. Kulavic Residing at LAKE COUNTY

Notary Public in and for the State of IN My commission expires 8-29-2022



PATRICIA A. KULAVIC
Resident of Lake County
My Commission Expires: August 29, 2022



MODIFICATION OF MORTGAGE
(Continued)

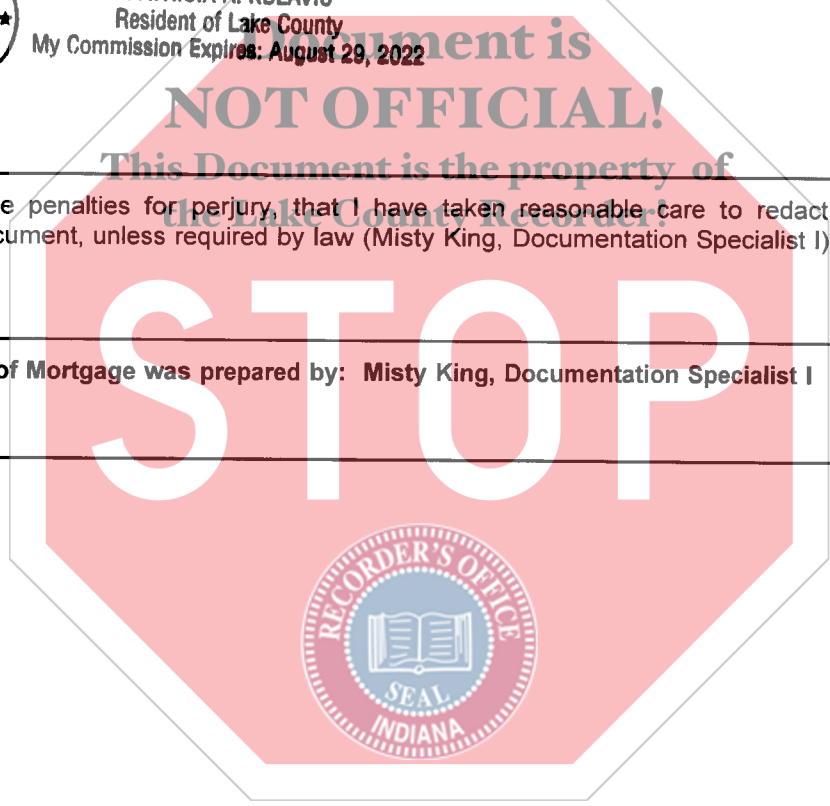
LENDER ACKNOWLEDGMENT

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 13th day of NOVEMBER, 20 14, before me, the undersigned Notary Public, personally appeared DANIEL DAGLE and known to me to be the RELATIONSHIP MGR, authorized agent for **First Merchants Bank, N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **First Merchants Bank, N.A.**, duly authorized by **First Merchants 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 **First Merchants Bank, N.A.**

By Patricia A. Kulavic Residing at LAKE COUNTY

Notary Public in and for the State of INDIANA My commission expires 8-29-2022

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 (Misty King, Documentation Specialist I).

This Modification of Mortgage was prepared by: Misty King, Documentation Specialist I