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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 079987

2014 DEC 16 AM 11:31

MICHAEL D. BROWN
RECORDER

RECORDATION REQUESTED BY:
MIDLAND STATES BANK
1201 NETWORK CENTRE DR
EFFINGHAM, IL 62401

WHEN RECORDED MAIL TO:
MIDLAND STATES BANK
1201 NETWORK CENTRE DR
EFFINGHAM, IL 62401

SEND TAX NOTICES TO:
MIDLAND STATES BANK
1201 NETWORK CENTRE DR
EFFINGHAM, IL 62401

Document is

NOT OFFICIAL!
MODIFICATION OF MORTGAGE

This Document is the property of
the Lake County Recorder!



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THIS MODIFICATION OF MORTGAGE dated December 5, 2014, is made and executed between MARVIN K BARBOUR and DIANE BARBOUR, husband and wife, as joint tenants (referred to below as "Grantor") and Midland States Bank, formerly known as First National Bank of Grant Park, whose address is 1201 Network Centre Dr, Effingham, IL 62401 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 2, 2006 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded in the office of the Lake County Recorder, Indiana, on February 17, 2006, as instrument# 2006013072. Later modified March 31, 2008 (recorded June 11, 2008) and August 5, 2009 (recorded



1 Ref

\$ 21.00
CHARGE
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**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 81327

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August 19, 2009).

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

LOT 9 AND 10, BLOCK 1, NEW KENSINGTON ADDITION TO THE CITY OF GARY, AS SHOWN IN PLAT BOOK 9, PAGE 18, IN LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 6401 W 9TH AVENUE, GARY, IN 46406. The Real Property tax identification number is 45-07-11-227-009.000-004 (formerly 25-46-0084-0009).

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

The maturity date went from August 5, 2014, to December 5, 2016. The interest rate is lowered from 6.5% to 5.0%. All other terms and conditions remain the same.

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 DECEMBER 5, 2014.

GRANTOR:

x Marvin K. Barbour
MARVIN K BARBOUR

x Diane Barbour
DIANE BARBOUR



MODIFICATION OF MORTGAGE
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LENDER:

MIDLAND STATES BANK

X *Marvin K Barbour*
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
) SS
COUNTY OF Will)

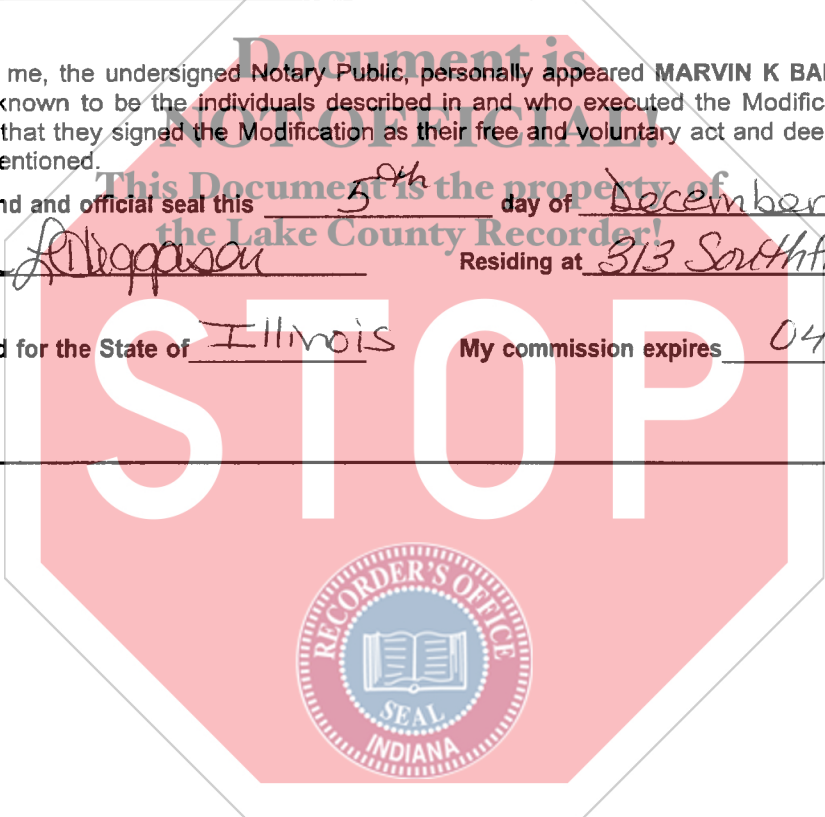


On this day before me, the undersigned Notary Public, personally appeared **MARVIN K BARBOUR** and **DIANE BARBOUR**, to me known to be the individuals described in and who executed the Modification of Mortgage, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of December, 2014.

By Rhonda L. Higgason Residing at 313 Southfield Dr. Beecher IL 60401

Notary Public in and for the State of Illinois My commission expires 04/23/2018



MODIFICATION OF MORTGAGE
(Continued)

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LENDER ACKNOWLEDGMENT

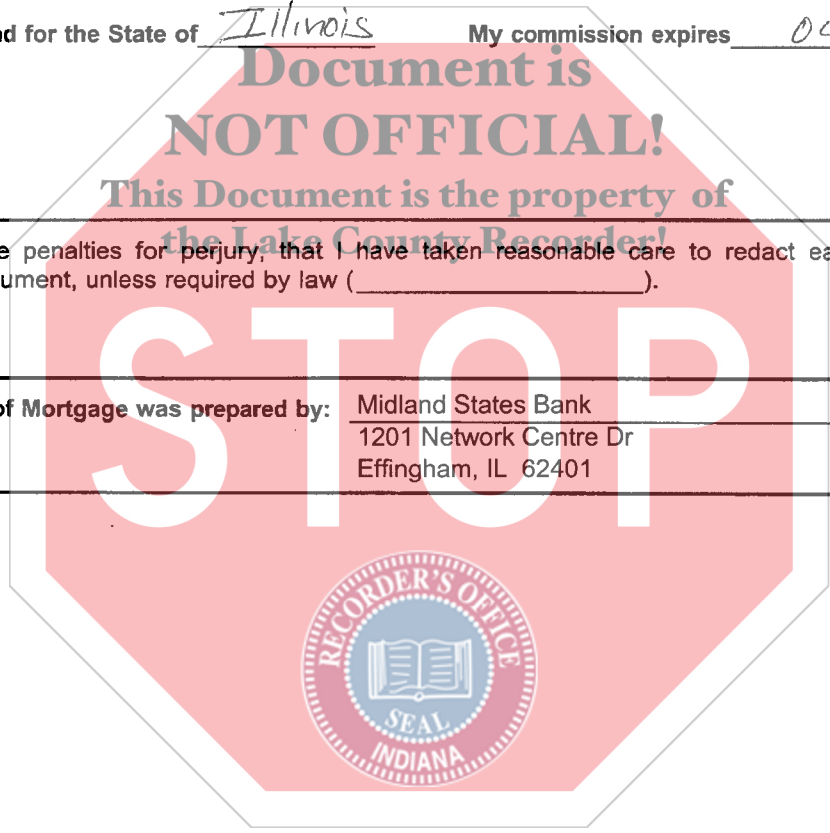
STATE OF Illinois)
) SS
COUNTY OF Will)



On this 5th day of December, 20 14, before me, the undersigned Notary Public, personally appeared Lawrence Barber and known to me to be the Mortgage loan officer, authorized agent for **MIDLAND STATES BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **MIDLAND STATES BANK**, duly authorized by **MIDLAND STATES 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 **MIDLAND STATES BANK**.

By Rhonda Higgason Residing at 313 Southfield Dr. Beecher IL 60401

Notary Public in and for the State of Illinois My commission expires 04/23/2018



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 (_____).

This Modification of Mortgage was prepared by: Midland States Bank
1201 Network Centre Dr
Effingham, IL 62401