

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 082212

2014 DEC 29 AM 8:42

MICHAEL B. BROWN  
RECORDER

RECORDATION REQUESTED BY:  
FIRST MIDWEST BANK  
HIGHLAND GROVE  
ONE PIERCE PLACE  
SUITE 1500  
ITASCA, IL 60143

WHEN RECORDED MAIL TO:  
First Midwest Bank  
Gurnee Branch  
P.O. Box 9003  
Gurnee, IL 60031-2502

215025545-620204337 21521500

### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 8, 2014, is made and executed between THOMAS J. BURNS and JEAN O. BURNS, HUSBAND AND WIFE, AS TO AN UNDIVIDED 1/2, whose address is 6633 STATE LINE AVENUE, HAMMOND, IN 463241004 and PATRICIA A. KISH, TRUSTEE OF THE PATRICIA A. KISH DECLARATION OF TRUST DATED DECEMBER 29, 1999, AS TO AN UNDIVIDED 1/2, AS TENANTS IN COMMON, whose address is 1626 MOURNING DOVE DRIVE, MUNSTER, IN 463215144 (referred to below as "Grantor") and FIRST MIDWEST BANK, whose address is ONE PIERCE PLACE, SUITE 1500, ITASCA, IL 60143 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 10, 2010 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

RECORDED AUGUST 10, 2010 AS DOCUMENT #2010 04859 AND MODIFICATIONS OF MORTGAGE DATED JUNE 10, 2012, RECORDED SEPTEMBER 12, 2012 AS DOCUMENT #2012 061438, DATED AUGUST 6, 2013 RECORDED AUGUST 28, 2013 AS DOCUMENT #2013 063301, DATED SEPTEMBER 8, 2013 RECORDED JANUARY 17, 2014 AS DOCUMENT #2014 003373 AND DATED JULY 28, 2014, RECORDED SEPTEMBER 16, 2014 AS DOCUMENT #2014 055799.

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

5 MOUNT # 27-  
DASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 100513498  
OVERAGE 100513432,  
COPY \_\_\_\_\_  
NON-COM \_\_\_\_\_  
CLERK AME

MODIFICATION OF MORTGAGE  
(Continued)

Loan No: 62020

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LENDER ACKNOWLEDGMENT

STATE OF INDIANA

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COUNTY OF LAKE

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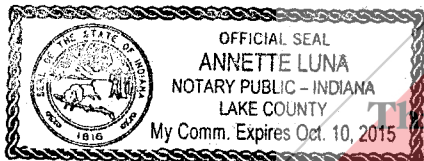
On this 28th day of November, 20 14, before me, the undersigned Notary Public, personally appeared Diannah Sneed and known to me to be the Comm'l Banking Officer, authorized agent for **FIRST MIDWEST BANK** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **FIRST MIDWEST BANK**, duly authorized by **FIRST MIDWEST 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 **FIRST MIDWEST BANK**.

By Annette Luna

Residing at Lake County, Indiana

Notary Public in and for the State of Indiana

My commission expires 10/10/15



Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder!

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 (Traci Gellings).

This Modification of Mortgage was prepared by: FIRST MIDWEST BANK



**MODIFICATION OF MORTGAGE  
(Continued)**

Loan No: 62020

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LOT 1 IN MAIN CROSSING AN ADDITION TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 96, PAGE 63, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

THIS IS NOT HOMESTEAD PROPERTY.

The Real Property or its address is commonly known as 10415 CALUMET AVENUE, MUNSTER, IN 46321. The Real Property tax identification number is 45-07-31-351-002.000-027.

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

To delete in the definitions of "Note" the following: "The maturity date of the Note is October 8, 2014" and insert in lieu thereof the following: "The maturity date of the Note is October 8, 2016."

**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.

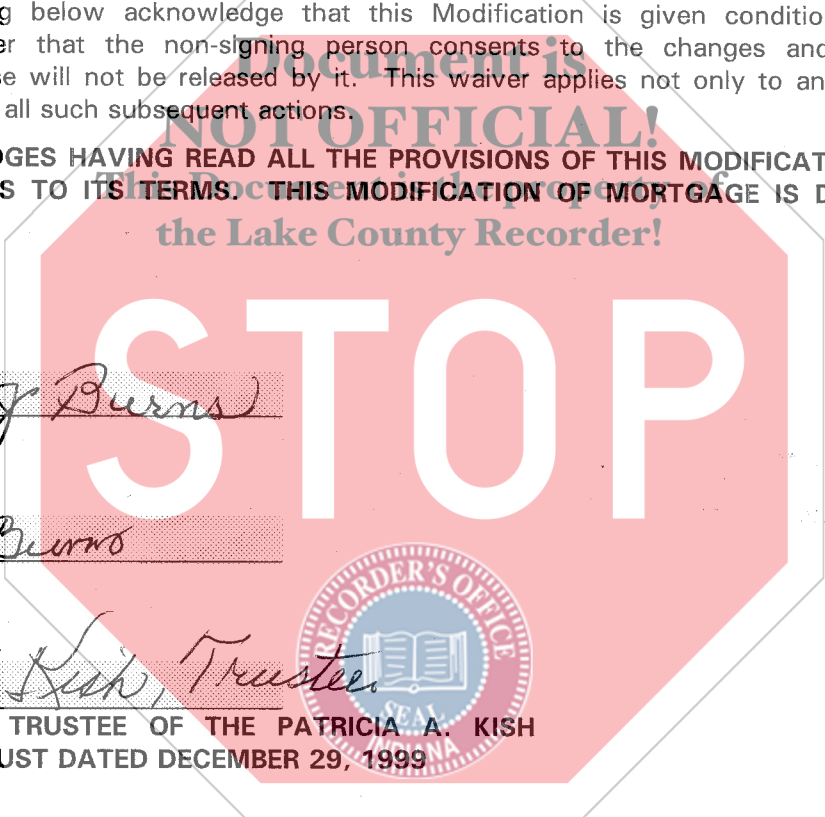
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 8, 2014.**

**GRANTOR:**

x Thomas J. Burns  
THOMAS J. BURNS

x Jean O. Burns  
JEAN O. BURNS

x Patricia A. Kish, Trustee  
PATRICIA A. KISH, TRUSTEE OF THE PATRICIA A. KISH  
DECLARATION OF TRUST DATED DECEMBER 29, 1999



MODIFICATION OF MORTGAGE  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA )

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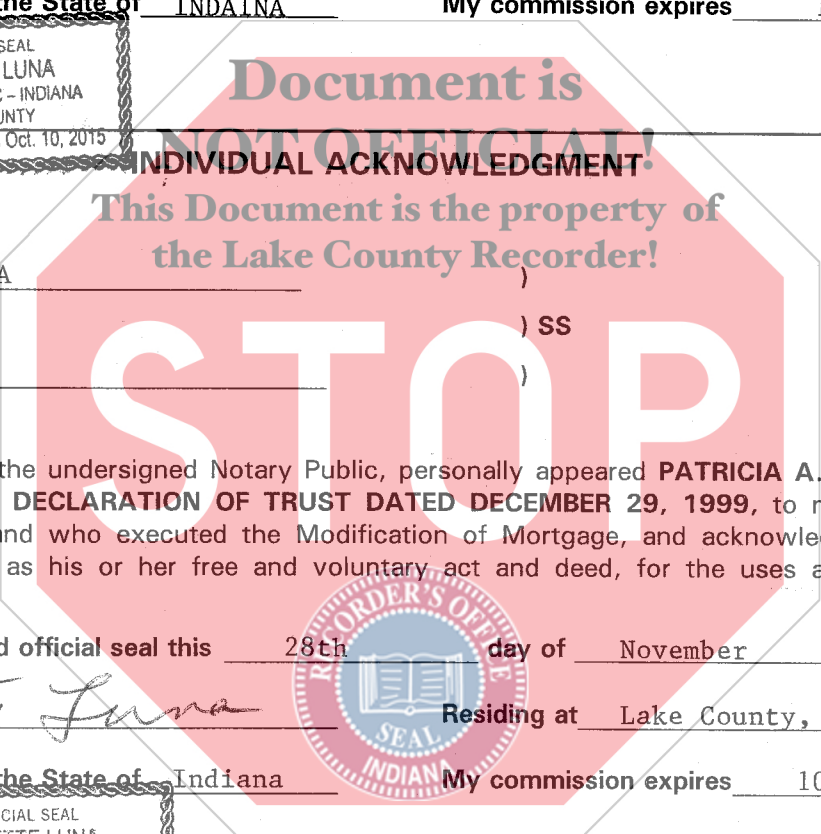
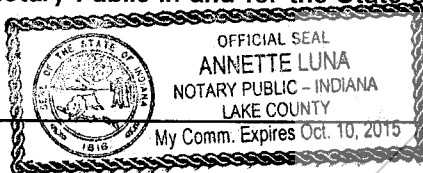
COUNTY OF LAKE )

On this day before me, the undersigned Notary Public, personally appeared **JEAN O. BURNS**, 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 28th day of November, 2014.

By Annette Luna Residing at Lake County, Indiana

Notary Public in and for the State of INDIANA My commission expires 10/10/15



STATE OF INDIANA )

) SS

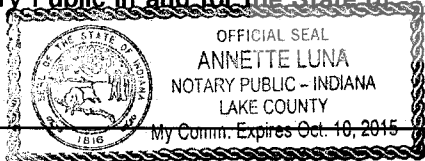
COUNTY OF LAKE )

On this day before me, the undersigned Notary Public, personally appeared **PATRICIA A. KISH, TRUSTEE OF THE PATRICIA A. KISH DECLARATION OF TRUST DATED DECEMBER 29, 1999**, 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 28th day of November, 2014.

By Annette Luna Residing at Lake County, Indiana

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MODIFICATION OF MORTGAGE  
(Continued)

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LENDER:

FIRST MIDWEST BANK

x *Marnat Reed*  
Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA

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COUNTY OF LAKE

On this day before me, the undersigned Notary Public, personally appeared **THOMAS J. BURNS**, 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 28th day of November, 2014.

By *Annette Luna* Residing at Lake County, Indiana

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