

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

RECORDATION REQUESTED BY:

BMO Harris Bank N.A.
111 W Monroe Street
Chicago, IL 60603-4095

2015 031934

2015 MAY 26 AM 9:31

MICHAEL B. BROWN
RECORDER

WHEN RECORDED MAIL TO:

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MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 25, 2015, is made and executed between Indiana Land Trust Company F/K/A Lake County Trust Company, Successor Trustee to North Star Trust Company, successor trustee to Harris N.A., successor-by-merger to Mercantile National Bank of Indiana, not personally but as Trustee under Land Trust Agreement dated August 21, 1995 and known as Trust Number 6106, whose address is 9800 Connecticut Drive, Suite B2-900, Crown Point, IN 46307 (referred to below as "Grantor") and BMO Harris Bank N.A., whose address is 111 W Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated February 25, 2010 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Recorded on April 23, 2010 in the Recorder's Office of Lake County, Indiana as Document No. 2010023483.

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

Parcel 1: The East 42.73 feet of Lot 1 and the South 27.85 feet of the West 22.27 feet of Lot 1, also the East 65.0 feet of the South 87.04 feet of Lot 2 in Pepe's Addition to the Town of Griffith, as per plat thereof, recorded in Plat Book 52 page 73, in the Office of the Recorder of Lake County, Indiana.

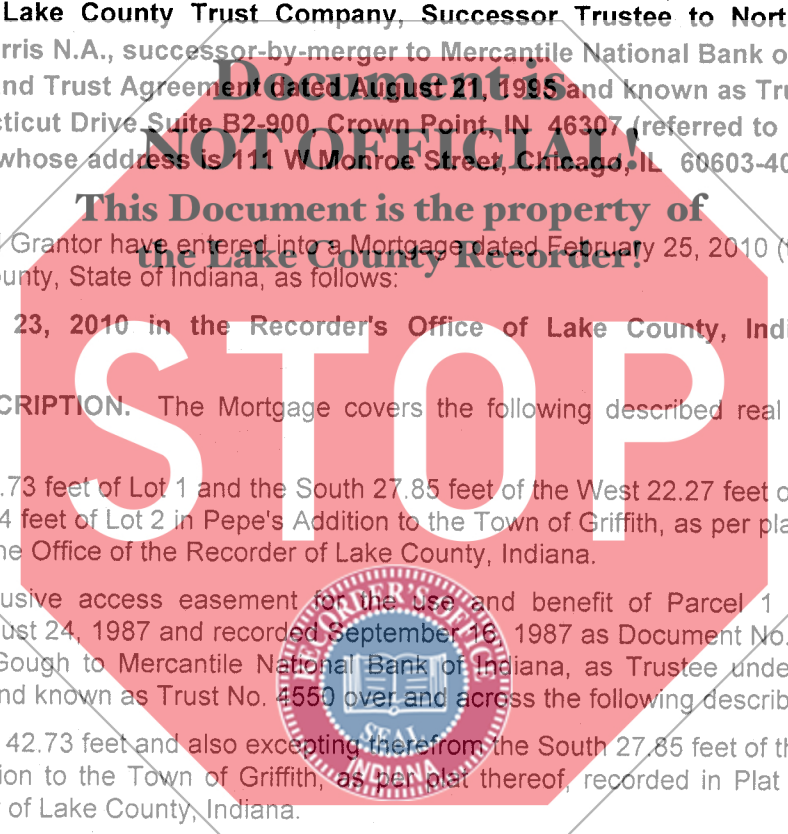
Parcel 2: a non-exclusive access easement for the use and benefit of Parcel 1 as granted in Easement Agreement dated August 24, 1987 and recorded September 16, 1987 as Document No. 938572, made by Neville J. Gough and Dale Gough to Mercantile National Bank of Indiana, as Trustee under Trust Agreement dated November 15, 1983 and known as Trust No. 4550 over and across the following described real estate, to-wit:

Lot 1, except the East 42.73 feet and also excepting therefrom the South 27.85 feet of the West 22.27 feet of said Lot 1 in Pepe's Addition to the Town of Griffith, as per plat thereof, recorded in Plat Book 52 Page 73, in the Office of the Recorder of Lake County, Indiana.

The Real Property or its address is commonly known as 307 West Ridge Road, Griffith, IN 46319. The Real Property tax identification number is 45-07-26-102-014.000-006.

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

(1) that the above referenced Mortgage now secures a Promissory Note dated February 25, 2015 in the original principal amount of \$88,290.28 to Lender bearing a variable interest rate based upon an index together with all



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DR

renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Promissory Note,

(2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$88,290.28; and

(3) to amend the name of Lender to read as follows: BMO Harris Bank N.A., its successors and/or assigns

(4) the maturity date referenced in the Mortgage is hereby amended to February 25, 2020.

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 FEBRUARY 25, 2015.

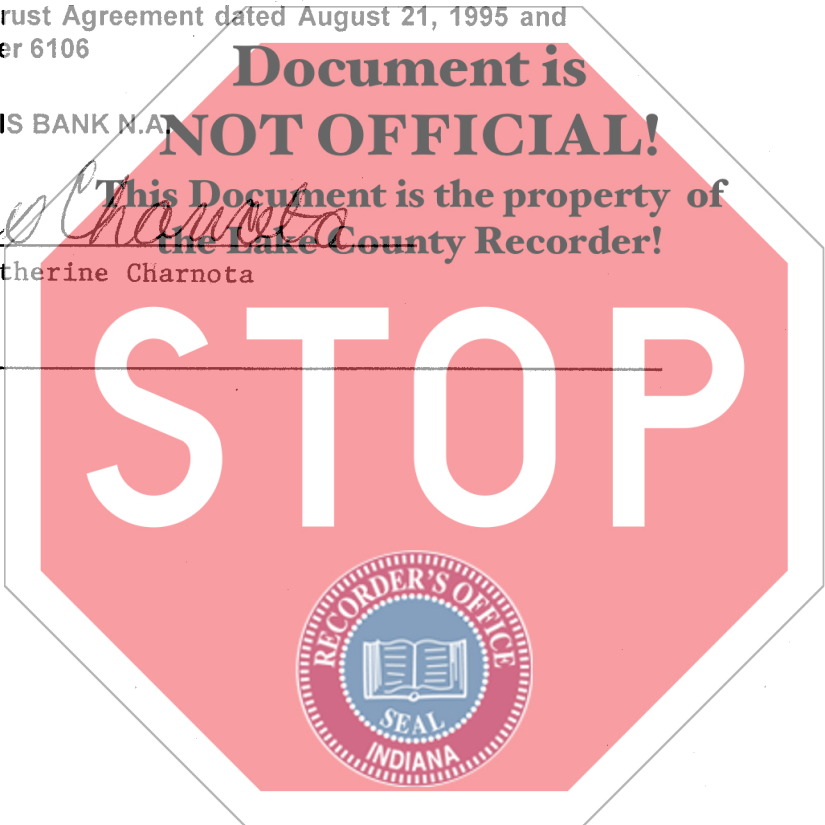
GRANTOR:

INDIANA LAND TRUST COMPANY F/K/A LAKE COUNTY TRUST COMPANY, SUCCESSOR TRUSTEE TO NORTH STAR TRUST COMPANY, SUCCESSOR TRUSTEE TO HARRIS N.A., SUCCESSOR-BY-MERGER TO MERCANTILE NATIONAL BANK OF INDIANA, NOT PERSONALLY BUT AS TRUSTEE UNDER LAND TRUST AGREEMENT DATED AUGUST 21, 1995 AND KNOWN AS TRUST NUMBER 6106, Trustee of Trust No. 6106

By: SEE SIGNATURE PAGE ATTACHED
Authorized Signer for Indiana Land Trust Company F/K/A Lake County Trust Company, Successor Trustee to North Star Trust Company, successor trustee to Harris N.A., successor-by-merger to Mercantile National Bank of Indiana, not personally but as Trustee under Land Trust Agreement dated August 21, 1995 and known as Trust Number 6106

LENDER: BMO HARRIS BANK N.A.

X Katherine Charnota
Authorized Signer Katherine Charnota



It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against INDIANA LAND TRUST COMPANY formerly known as LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, INDIANA LAND TRUST COMPANY formerly known as LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer this 7th day of May, 2015.



INDIANA LAND TRUST COMPANY, formerly known as LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated August 21, 1995 and known as Trust No. 6106.

By: [Signature]
Richard Caprio, Trust Officer

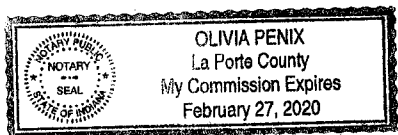
STATE OF INDIANA)

) SS:

COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard Caprio Trust Officer of the Indiana Land Trust Company, formerly known as Lake County Trust Company, who acknowledged the execution of the foregoing instrument as the free and voluntary act of said corporation, and as his free and voluntary act, acting for such corporation as Trustee.

Witness my hand and seal this 7th day of May, 2015.



[Signature]
Olivia Penix, Notary Public
LaPorte County, IN. resident
My Commission expires: 02-27-2020

TRUST ACKNOWLEDGMENT

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared and _____, of Indiana Land Trust Company F/K/A Lake County Trust Company, Successor Trustee to North Star Trust Company, successor trustee to Harris N.A., successor-by-merger to Mercantile National Bank of Indiana, not personally but as Trustee under Land Trust Agreement dated August 21, 1995 and known as Trust Number 6106, and known to me to be authorized trustees or agents of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, 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 trust.

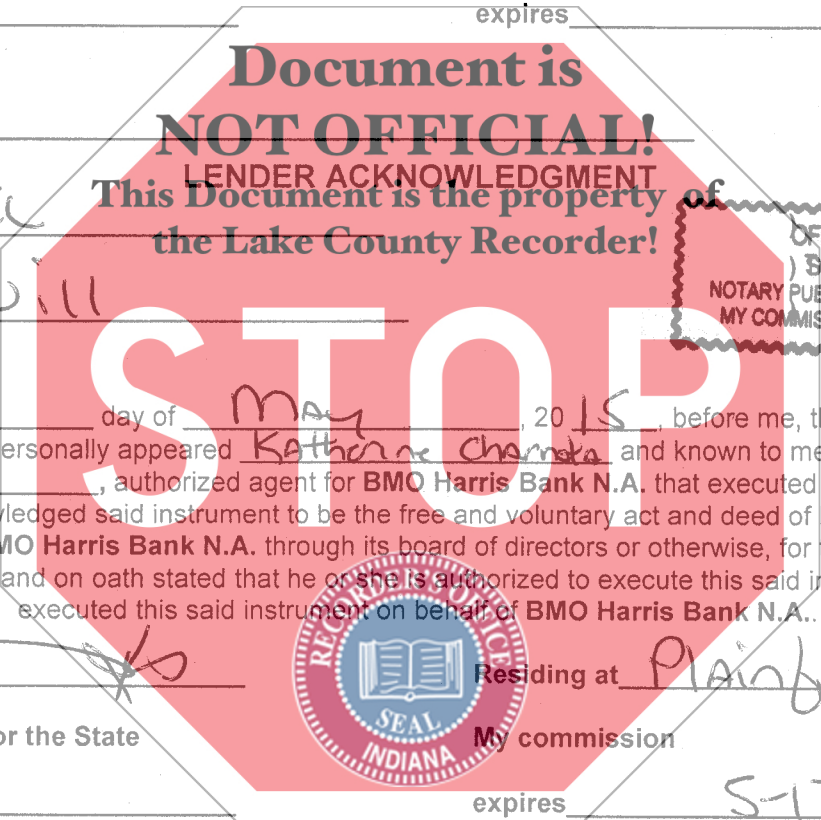
By _____

Residing at _____

Notary Public in and for the State

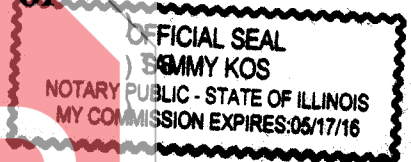
My commission

of _____ expires _____



STATE OF IL

COUNTY OF Will



On this 1st day of May, 2015, before me, the undersigned Notary Public, personally appeared Katherine Charada and known to me to be the AUP, authorized agent for BMO Harris Bank N.A. that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of BMO Harris Bank N.A., duly authorized by BMO Harris 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 BMO Harris Bank N.A..

By _____

Residing at Plainfield IL

Notary Public in and for the State

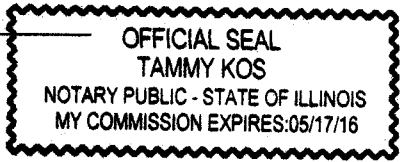
My commission

of IL expires 5-17-16



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 (Patricia Smith, Loan Administrator).

This Modification of Mortgage was prepared by: Patricia Smith, Loan Administrator



RECORDING PAGE

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