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2015 071241

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2015 OCT 21 AM 8:32

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

First Merchants Bank, N.A.
Crown Point Branch
155 North Main Street
Crown Point, IN 46307

WHEN RECORDED MAIL TO:

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

**Document is
MODIFICATION OF MORTGAGE
NOT OFFICIAL!**

THIS MODIFICATION OF MORTGAGE dated September 25, 2015, is made and executed between Nick G. Popa and Patricia A. Popa, husband and wife, whose address is 2643 Highway Ave, Highland, IN 46322-1614 (referred to below as "Grantor") and First Merchants Bank, N.A., whose address is 155 North Main Street, Crown Point, IN 46307 (referred to below as "Lender").

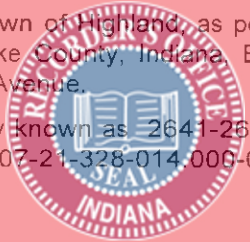
MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 12, 2010 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Real estate mortgage dated May 12, 2010 and recorded May 27, 2010 as instrument number 2010 030272 in the office of the recorder of Lake County, Indiana to Citizens Financial Bank NKA First Merchants Bank, N.A.

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

Lots 11 and 12 in Block 2 in Original Town of Highland, as per plat thereof, recorded in Plat Book 1 page 86, in the Office of the Recorder of Lake County, Indiana, EXCEPT that part taken for the widening of Ridge Road formerly known as Highway Avenue.

The Real Property or its address is commonly known as 2641-2647 Highway Ave, Highland, IN 46322. The Real Property tax identification number is 45-07-21-328-014.000-026 and 45-07-21-328-015.000-026.



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**MODIFICATION OF MORTGAGE
(Continued)**

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

The word "Note" means the promissory note dated September 25, 2015 in the original principal amount of \$164,913.59 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 1, 2020.

Also to add the following:

The maximum obligation limit will be increased to \$164,913.59.

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.

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 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.



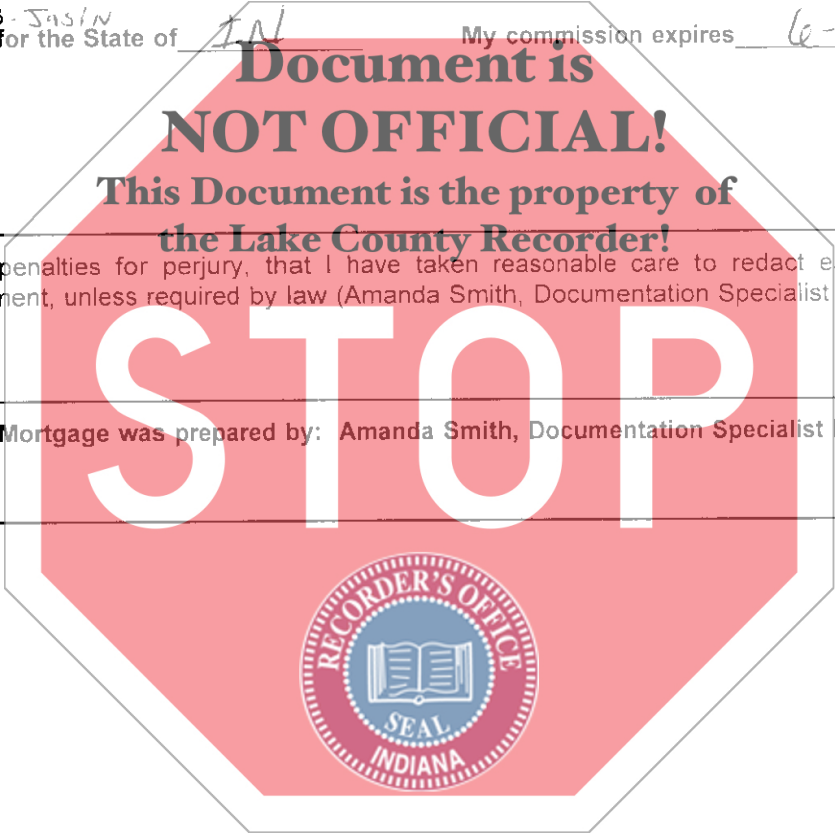
MODIFICATION OF MORTGAGE
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF IN)
) SS
COUNTY OF LAKE)

On this 5th day of October, 20 15, before me, the undersigned Notary Public, personally appeared John Freyek and known to me to be the Vice President, 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 Nancy Webb-Jasin LAKE COUNTY
Residing at 3248 Deluth
NANCY WEBB-JASIN
Notary Public in and for the State of IN My commission expires 6-20-2018



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 (Amanda Smith, Documentation Specialist I).

This Modification of Mortgage was prepared by: Amanda Smith, Documentation Specialist I