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2019 026690

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 MAY -8 AM 9:48

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:
FIRST MIDWEST BANK
HICKORY HILLS
8750 WEST BRYN MAWR AVENUE
SUITE 1300
CHICAGO, IL 60631-3655

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

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the Lake County Recorder!

302024249-23378

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STOP
MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 4, 2019, is made and executed between **RAFAEL CORNEJO**, whose address is 1412 CARROLL STREET, EAST CHICAGO, IN 463123912 (referred to below as "Grantor") and **FIRST MIDWEST BANK**, whose address is 8750 WEST BRYN MAWR AVENUE, SUITE 1300, CHICAGO, IL 60631-3655 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated May 11, 2009 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded June 3, 2009 as Document No. 2009 036973 and a Mortgage Modification dated April 4, 2014, recorded April 15, 2014 as Document No. 2014 021050, in Lake County, Indiana.

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

LOT 14 AND THE WESTERLY 30 FEET OF LOT 13, IN BLOCK 1, IN ROXANA PARK 5TH ADDITION TO EAST CHICAGO, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 30, PAGE 28, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 1412 CARROLL STREET, EAST CHICAGO, IN 46312. The Real Property tax identification number is 45-03-32-356-016.000-024.

AMOUNT \$ 25000
CASH _____ CHARGE _____
CHECK # 100909744
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY MB

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 23378

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

(i) To delete from the definition of "Note" the following: "The maturity date of the Note is July 4, 2019" and insert in lieu thereof the following: "The maturity date of the Note is April 4, 2024."

(ii) To add the following paragraph: "Grantor agrees to establish a reserve account to be retained from the loans proceeds in such amount deemed to be sufficient by Lender and shall pay monthly into that reserve account an amount equivalent to 1/12 of the annual real estate taxes, as estimated by Lender, so as to provide sufficient funds for the payment of each year's taxes one month prior to the date the taxes become delinquent. Grantor shall further pay a monthly pro-rated share of all assessments and other charges which may accrue against the Property. If the amount so estimated and paid shall prove to be insufficient to pay such taxes, assessments and other charges, Grantor shall pay the difference on demand of Lender. All such payments shall be carried in an interest-free reserve account with Lender, provided that if this Mortgage is executed in connection with the granting of a mortgage on a single-family owner-occupied residential property, Grantor, in lieu of establishing such reserve account, may pledge an interest-bearing savings account with Lender to secure the payment of estimated taxes, assessments, and other charges. Lender shall have the right to draw upon the reserve (or pledge) account to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the amount so estimated and paid shall prove to be insufficient to pay such taxes, assessments and other charges, Grantor shall pay the difference as required by Lender. All amounts in the reserve account are hereby pledged to further secure the Indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the Indebtedness upon the occurrence of an Event of Default as described above".

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)

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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 4, 2019.

GRANTOR:

X *Rafael Cornejo*
RAFAEL CORNEJO

LENDER:

FIRST MIDWEST BANK

X *Jose Bohannon*
Authorized Signer



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

LINA MAY MOORE
Notary Public, State of Indiana
Lake County
Commission # 707960
My Commission Expires
January 06, 2026

On this day before me, the undersigned Notary Public, personally appeared **RAFAEL CORNEJO**, 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 23rd day of April, 2019.

By *Lina May Moore*
Notary Public in and for the State of Indiana

Residing at Hammond Indiana
My commission expires 01/06/2026

MODIFICATION OF MORTGAGE
(Continued)

Loan No: 23378

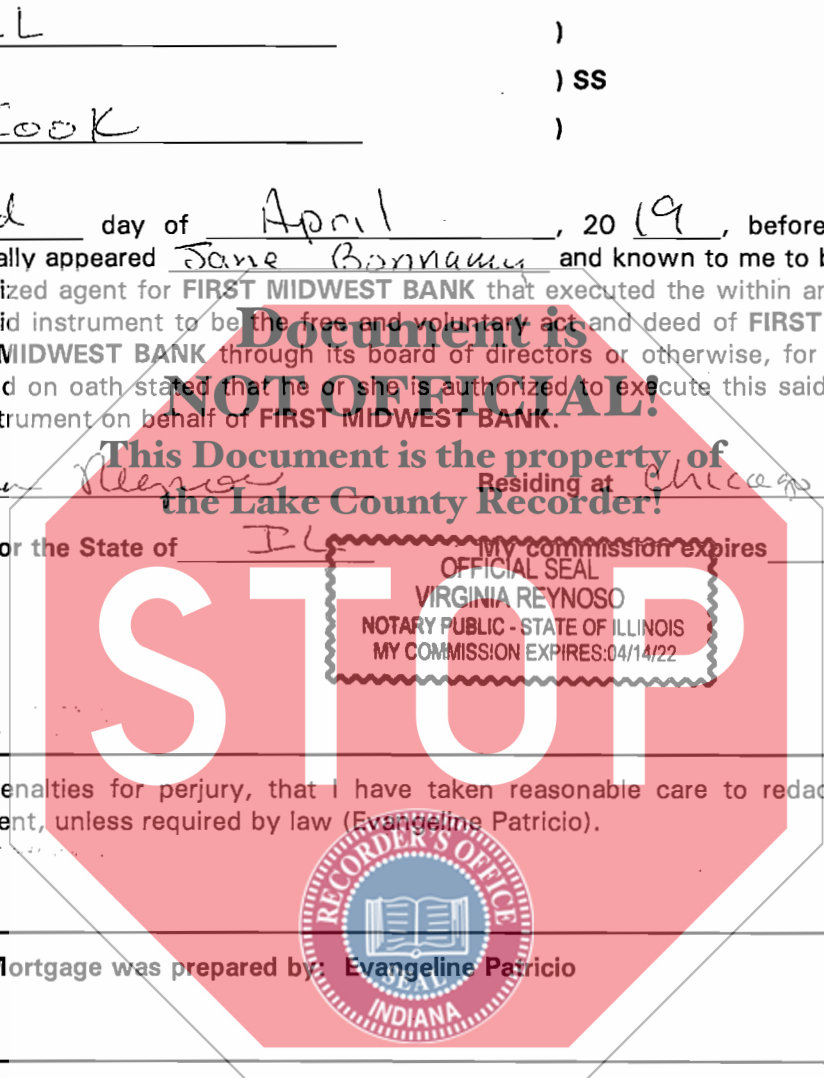
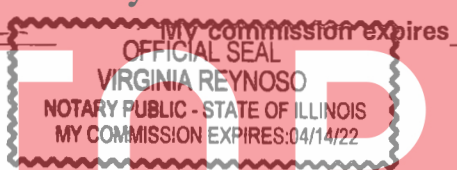
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LENDER ACKNOWLEDGMENT

STATE OF IL)
) SS
COUNTY OF COOK)

On this 23rd day of April, 2019, before me, the undersigned Notary Public, personally appeared Jane Bonnamy and known to me to be the Vice President, 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 Virginia Reynoso Residing at Chicago IL
Notary Public in and for the State of IL My commission expires 4/14/22



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 (Evangeline Patricio).

This Modification of Mortgage was prepared by: Evangeline Patricio

