2020-028064

2020 May 21

8:47 AM

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD MICHAEL B BROWN RECORDER

RECORDATION REQUESTED BY:

Peoples Bank SB Munster Banking Center/Loan Center 9204 Columbia Ave Munster, IN 46321

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#### MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated April 1, 2020, is made and executed between Alex Ruiz and Albert Ruiz, whose address is 461 Scarborough, Valparaiso, IN 46383 (referred to below as "Grantor") and Peoples Bank SB, whose address is 9204 Columbia Ave, Munster, IN 46321 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 29, 2005 (the "Mortgage") which has been recorded in Lake County, State of Indiana, as follows:

Mortgage recorded on April 29, 2005 as Document No. 2005 034499 in the Office of the Recorder of Lake County, Indiana.

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

PARCEL 1: LOTS 8 THROUGH 10, BOTH INCLUSIVE IN BEOCK 1, IN DOUGLAS PARK MANOR, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 17, LAGE 26 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

PARCEL 2: LOTS 44 AND 45, IN BLOCK 1, IN DOUGLAS PARK MANOR, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 17, PAGE 26, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

The Real Property or its address is commonly known as 3815 Scheffield Ave, Hammond, IN 46327. The Real Property tax identification number is 45-02-24-405-005.000-023 & 45-02-24-405-017.000-023.

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## MODIFICATION OF MORTGAGE (Continued)

Loan No: 28001352-1

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

Modification to Maturity Date. The Maturity Date is hereby amended to be April 1, 2030.

Modification to Grantor. The Grantor is hereby amended to be Alex Ruiz and Albert Ruiz.

**Modification to Lender.** The Lender is hereby amended to be Peoples Bank SB, as successor in interest to AJ Smith Federal Savings Bank.

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, but also to all such stateguent actions unty Recorder.

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 1, 2020.

GRANTOR:

Alex Ruiz

Albert Ruiz

LENDER:

PEOPLES BANK SB

Dan Shelby, VP Senior Lender and Manager

### MODIFICATION OF MORTGAGE (Continued)

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INDIVIDUAL ACKNOWLEDGMENT
STATE OF <u>Indiana</u>
100
COUNTY OF Lake
COUNTY OF LAKE )
On this day before me, the undersigned Notary Public, personally appeared Alex Ruiz and Albert Ruiz, 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 dead, for the uses and purposes therein mentioned.
Given under phy hand and official sea this TO FFT day of TWO , 20 20.
By falur Maris Pocument is the iding sterry of
Notary Public in and for the State of the Language County M Commission expires 3/1/26
KATRINA M. FREIBERGER  KATRINA M. FREIBERGER  Notary Public, State of Indiana  Notary Public, State of Indiana  Notary Public, County  Notary Public, State of Indiana  Notary Public, State of Indian
STATE OF
COUNTY OF COOK
On this 5th day of May 20 20 before me, the undersigned
Notary Public, personally appeared Dan Shelby and known to me to be the VP Senior Lender and Manager
authorized agent for Peoples Bank SB that executed the within and foregoing instrument and acknowledged
said instrument to be the free and voluntary act and deed of Peoples Bank SB, duly authorized by Peoples Bank
SB 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 or
behalf of Peoples Bank SB.
By Struct Strough Residing at 14701 5. Ravinia Art
Notary Public in and for the State of My commission expires
"OFFICIAL SEAL"  JENNIFER SZATKOWSKI NOTARY PUBLIC, STATE OF ILLINOIS  At Commission Expires 10/19/2020

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 (Brittany Nieman, Commercial Loan Processor).

This Modification of Mortgage was prepared by: Brittany Nieman, Commercial Loan Processor



#### **RECORDING PAGE**

