2002 000304

RECORDATION REQUESTED BY:
FIFTH THIRD BANK (CHICAGO) A
MICHIGAN BANKING CORPORATION
101 WEST STEPHENSON STREET
FREEPORT, IL 61032

WHEN RECORDED MAIL TO:

Fifth Third Bank (Chicago), a Michigan banking corporation
Attn: Commercial Loan Services

P.O. Box 297 MD# GFPT1A Freeport, IL 61032

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated October 23, 2001, is made and executed between REX R. JOHNSON and DAWN M. JOHNSON, HUSBAND AND WIFE, whose address is 7309 FOREST RIDGE DRIVE, SCHERERVILLE, IN 46375 (referred to below as "Grantor") and FIFTH THIRD BANK (CHICAGO) A MICHIGAN BANKING CORPORATION, whose address is 101 WEST STEPHENSON STREET, FREEPORT, IL 61032 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated June 2, 1998 (the "Mortgage") which has been recorded in LAKE County, State of Indiana, as follows:

Recorded July 24, 1998 with the Lake County Recorder as Document #98056978.

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

LOT 14 IN WHITE OAK ESTATES, BLOCK ONE, TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 74 PAGE 65 AND AMENDED BY PLAT OF CORRECTION IN PLAT BOOK 74 PAGE 81, AND FURTHER AMENDED BY CERTIFICATE OF CORRECTION RECORDED FEBRUARY 3, 1995 AS DOCUMENT NO. 95006389, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

The Real Property or its address is commonly known as 10206 CHERRYWOOD LANE, MUNSTER, IN 46321.

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

The purpose of this modification is to remove the maturity date.

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

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MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED OCTOBER 23, 2001. **GRANTOR:** DAWN M. JOHNSON, Individually Signed, acknowledged and delivered in the presence of: LENDER: Solhe NOT OFFICIAL! This Document is the property of the Lake County Recorder! INDIVIDUAL ACKNOWLEDGMENT) SS COUNTY OF On this day before me, the undersigned Notary Public, personally appeared REX R. JOHNSON and DAWN M. JOHNSON, 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 deed, for the uses and purposes therein mentioned. Given under my hand and official seal this My commission expires Notary Public in and for the State of_