

B-Atty - 6149191

J

LOAN MODIFICATION AGREEMENT
(For use with fixed rate loans)

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

This Loan Modification Agreement (the "Agreement") is made on August 8, 2002, between Marietta Williams ("Borrower(s)") and Fifth Third Bank ("Lender").

2003 002364

2003 JAN -8 PM 12:31

The parties recite and declare that:

MORRIS W. CARTER
RECORDER

a. Lender is the holder of a note made by Borrower(s), dated December 1, 2001, in the principal sum of One Hundred Twenty Six Thousand Seven Hundred Twenty Dollars (\$126,720.00), together with interest thereon at a fixed rate more fully set forth therein (the "Note").

b. The Note is secured by a Security Instrument bearing the same date (the "Security Instrument") that is recorded in the office of the County Recorder's Office, in Book or Liber , at Page(s) , which covers and is now a lien on the property whose street address is 8539 Pierce Merrillville IN 46410 (the "Property"), and is further described in the Security Instrument and on Exhibit A attached hereto.

c. Borrower(s) is/are now the owner(s) and holder(s) of the Property, on which the Security Instrument is a valid lien. There are no defenses or offsets to the Note or Security Instrument.

In consideration of the mutual promises and agreements exchanged, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that, notwithstanding anything contained in the Note and Security Instrument to the contrary:

1. The amount payable under the Note as of August 8, 2002 (the "Unpaid Principal Balance") is One Hundred Thirty Three Thousand Seven Hundred Sixty Three and Seventy Cents (\$133,763.70), which consists of the amount loaned to Borrower(s) by Lender, and any interest capitalized to date.

2. Borrower(s) promise(s) to pay to the order of Lender the Unpaid Principal Balance, plus interest thereon at the fixed rate set forth in the Note, from December 1, 2001. The parties agree and acknowledge that the interest rate due under the Note and Security Instrument is 7.50% per annum.

The parties also agree and acknowledge that as of the date of this Agreement the monthly payment of principal and interest due under the Note is Nine Hundred Thirty Five Dollars and Thirty Cents (\$935.30). Borrower(s) will begin making monthly payments on October 1, 2002, and will continue to do so thereafter on the same day of each succeeding month until the Unpaid Principal Balance and interest thereon are paid in full. If on September 1, 2032 (the "Maturity Date") any amount due under the Note and Security Instrument, as amended hereby, remains unpaid, Borrower(s) agree(s) to pay any such amount in full on the Maturity Date.

Borrower(s) will deliver all payments to Fifth Third Bank, P.O. Box 630170, Cincinnati, OH 45263, or at such other place as Lender requires.

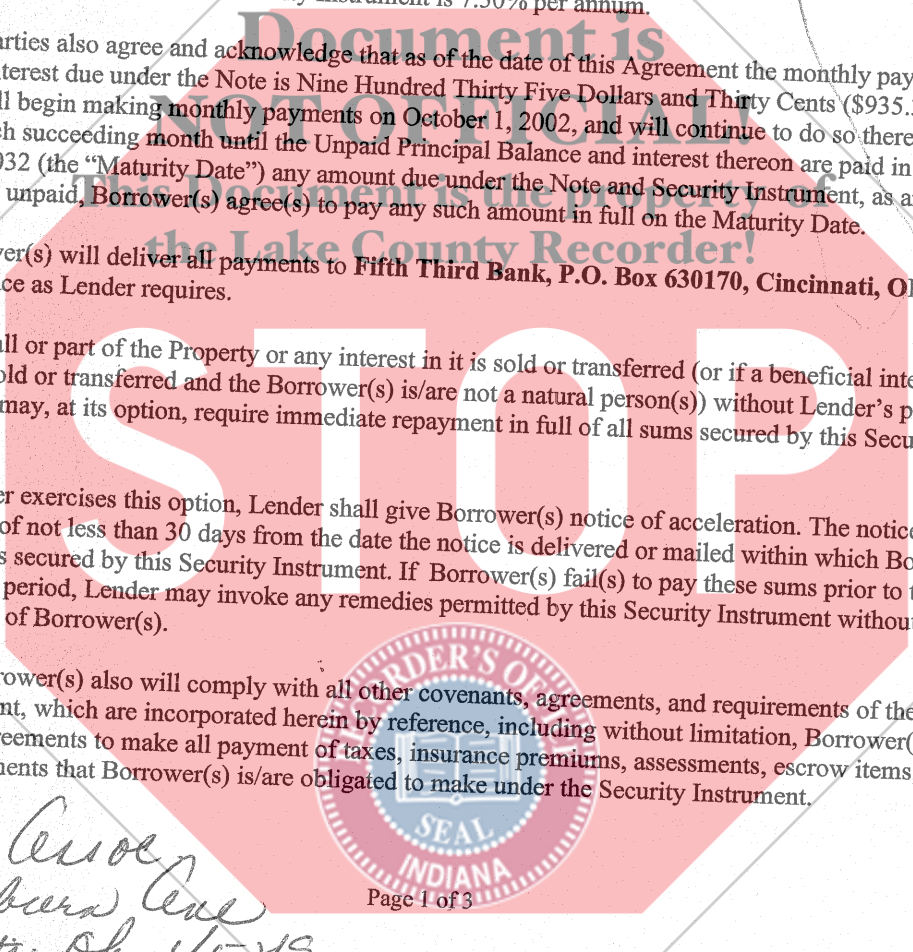
3. If all or part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower(s) is sold or transferred and the Borrower(s) is/are not a natural person(s)) without Lender's prior written consent, Lender may, at its option, require immediate repayment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender shall give Borrower(s) notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower(s) must pay all sums secured by this Security Instrument. If Borrower(s) fail(s) to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand of Borrower(s).

4. Borrower(s) also will comply with all other covenants, agreements, and requirements of the Note and Security Instrument, which are incorporated herein by reference, including without limitation, Borrower(s)' covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower(s) is/are obligated to make under the Security Instrument.

*Reisenfeld & Assoc
2355 Auburn Ave
Cincinnati, OH 45219*

*12-
M.H.
5168
1022*



5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain in full force and effect and unchanged, and Borrower(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

WITNESSES:

Borrower(s)

(Sign) Jakob Haymes
(Print or type name) Jakob Haymes
(Sign) Penny Pappas
(Print or type name) Penny Pappas

(Sign) Marietta Williams
(Print or type name) Marietta Williams
(Sign) N/A
(Print or type name) N/A

Fifth Third Bank

By: J. Buten
(Sign) Jay Buten
(Print or type name) Assistant Vice President
Fifth Third Bank Investment Company

STATE OF In)
COUNTY OF Lake)

The foregoing instrument was acknowledged before me on Aug 15, 2008 by NOBUTA SWIDERWINE

Noelita R. Swiderwine
Notary Public

STATE OF In)
COUNTY OF Lake)

The foregoing instrument was acknowledged before me on August 8, 2002 by Jay Buten, Assistant Vice President, of Fifth Third Bank, and Ohio corporation, on behalf of the corporation.

Michelle Aboye
Notary Public

This instrument was prepared by: Fifth Third Bank, 38 Fountain Square, Cincinnati, Ohio 45263.



MICHELLE A. ROYER
Notary Public, State of Ohio
My Commission Expires
November 19, 2005