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FIFTH THIRD BANK (WESTERN MICHIGAN)  
ATTN: 1MOBIR EQUITY LENDING DEPARTMENT  
1850 EAST PARIS GRAND RAPIDS, MI 49546

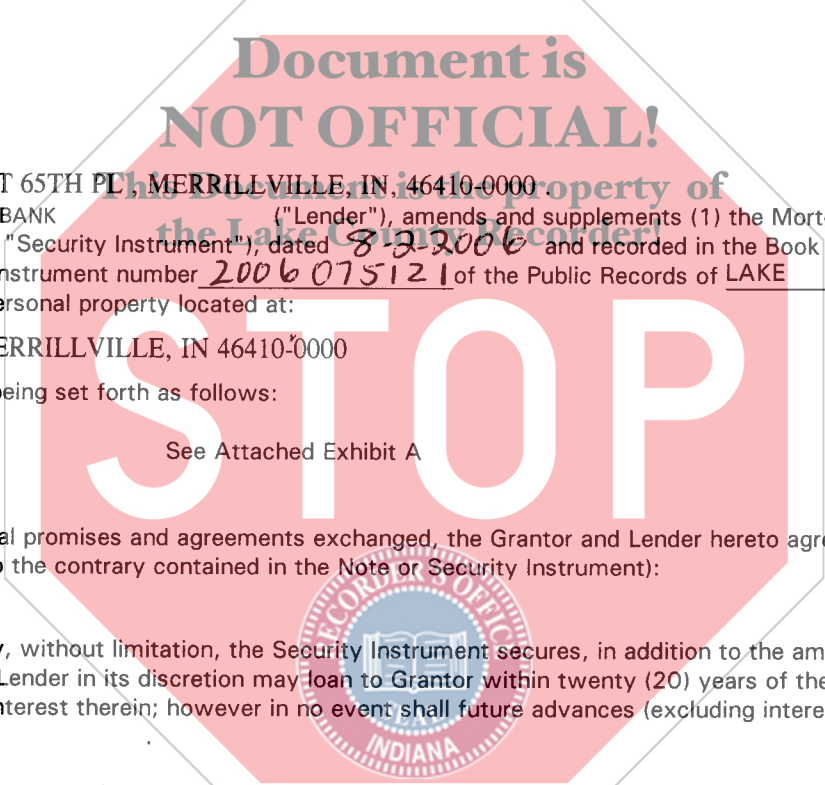


Loan Number: XXXXXX5584 + +

Mortgage Modification Document

13712459

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this January 7, 2008 between DAVID L. WAXTON AND RODDRETTA C. WAXTON, HUSBAND AND WIFE



Whose address is 2810 WEST 65TH PL, MERRILLVILLE, IN, 46410-0000 ("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 8-2-2006 and recorded in the Book or Liber at page(s) \_\_\_\_\_, or with instrument number 2006075121 of the Public Records of LAKE County, which covers the real and personal property located at:

2810 WEST 65TH PL MERRILLVILLE, IN 46410-0000

the real property described being set forth as follows:

See Attached Exhibit A

In consideration of the mutual promises and agreements exchanged, the Grantor and Lender hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

**Future Advances:** Specifically, without limitation, the Security Instrument secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor within twenty (20) years of the date of this Mortgage, together with all interest therein; however in no event shall future advances (excluding interest) exceed in the aggregate of \$ 55,000.00

**Continuing Validity:** Except as expressly modified above, the terms of the original Security Instrument shall remain unchanged and in full force and effect and are legally 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 Security Instrument as changed above nor obligate Lender to make any future modifications. Nothing in the Modification shall constitute a satisfaction of the note, credit agreement or other evidence of indebtedness. It is the intention of Lender to retain as liable all parties to the Security Instrument unless a party is expressly released by Lender in writing. If any person who signed the original Security Instrument 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.

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2690364  
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED January 7, 2008

Signed, sealed and delivered in the presence of:

David L. Waxton (Seal)  
DAVID L. WAXTON

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Roddratta C. Waxton (Seal)  
RODDRATTA C. WAXTON

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

Signed, sealed and delivered in the presence of:

FIFTH THIRD BANK

Donna Worst, AVP (Seal)  
Authorized Signer Title

\_\_\_\_\_  
Witness

This Document is the property of the Lake County Recorder!  
Donna Worst, Assistant vice president

\_\_\_\_\_  
Witness

STATE OF INDIANA  
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this January 7, 2008  
of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION

by Donna Worst, AVP  
(Title)

and who is personally known to me.

(Seal)



Beanna Morgan  
Notary Public

Typed, Printed or Stamped Name



[Space Below This Line For Notary Acknowledgment]

STATE OF INDIANA,

*Lake* County ss:

On this 7th DAY OF January, 2008, before me, the undersigned, a Notary Public in and for said County, personally appeared

DAVID L. WAXTON AND RODDRETTA C. WAXTON, HUSBAND AND WIFE

and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder!

My Commission Expires:

*Deanna Morgan*  
Notary Public  
County of Residence:

This instrument was prepared by *Mary Mest*  
FIFTH THIRD BANK (WESTERN MICHIGAN)  
1850 EAST PARIS GRAND RAPIDS, MI 49546

DEANNA MORGAN  
NOTARY PUBLIC  
SEAL  
STATE OF INDIANA - COUNTY OF LAKE  
MY COMMISSION EXPIRES OCT. 6, 2011



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.

*JIE YAO*

MMI1 11/07

09706279

EXHIBIT A

SITUATED IN THE TOWN OF MERRILLVILLE, COUNTY OF LAKE AND  
STATE OF INDIANA:

LOT 66 IN INNSBROOK UNIT NO. 5 IN THE TOWN OF MERRILLVILLE,  
AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 38, PAGE 85, IN  
THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Permanent Parcel Number: 08-15-0426-0018  
DAVID L. WAXTON AND RODDRETTA C. WAXTON, HUSBAND AND WIFE

2810 WEST 65TH PLACE, MERRILLVILLE IN 46410  
Loan Reference Number: 09706279/23/01211/FAM  
First American Order No: 13712459  
Identifier: f/FIRST AMERICAN LENDERS ADVANTAGE

  
13712459

WAXTON

FIRST AMERICAN LENDERS ADVANTAGE  
MODIFICATION AGREEMENT



When recorded mail to:  
*FIRST AMERICAN TITLE INSURANCE  
LENDERS ADVANTAGE  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
ATTN: FT1120*

