

4

Return to:

2008 042250

2008 10 11:22

FIFTH THIRD BANK (WESTERN MICHIGAN)
ATTN: 1MOB1R EQUITY LENDING DEPARTMENT
1850 EAST PARIS GRAND RAPIDS, MI 49546

110
110
110



Loan Number: XXXXXX7881 + +

Mortgage Modification Document

37513778

TN

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this May 24, 2008 between
MICHAEL J MITAMURA AND VIRGINIA A MITAMURA, HUSBAND AND WIFE

Document is
NOT OFFICIAL!

Whose address is: 140 SCHMIDT DR, DYER, IN, 46311-0000 ("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 7-7-2001 and recorded in the Book or Liber N/A at page(s) N/A, or with instrument number 2001 06199 of the Public Records of LAKE County, which covers the real and personal property located at:

140 SCHMIDT DRIVE DYER, IN 46311-0000

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 \$ 90,000.00

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.

10623817

MMIN 11/07

3009808
2007
M

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED May 24, 2008

Signed, sealed and delivered in the presence of:

 Jacqueline Meehan
Witness Jacqueline Meehan
 Page Gramenz
Witness Page Gramenz

 Michael J. Mitamura (Seal)
MICHAEL J. MITAMURA
 Virginia A. Mitamura (Seal)
VIRGINIA A. MITAMURA

(Seal)

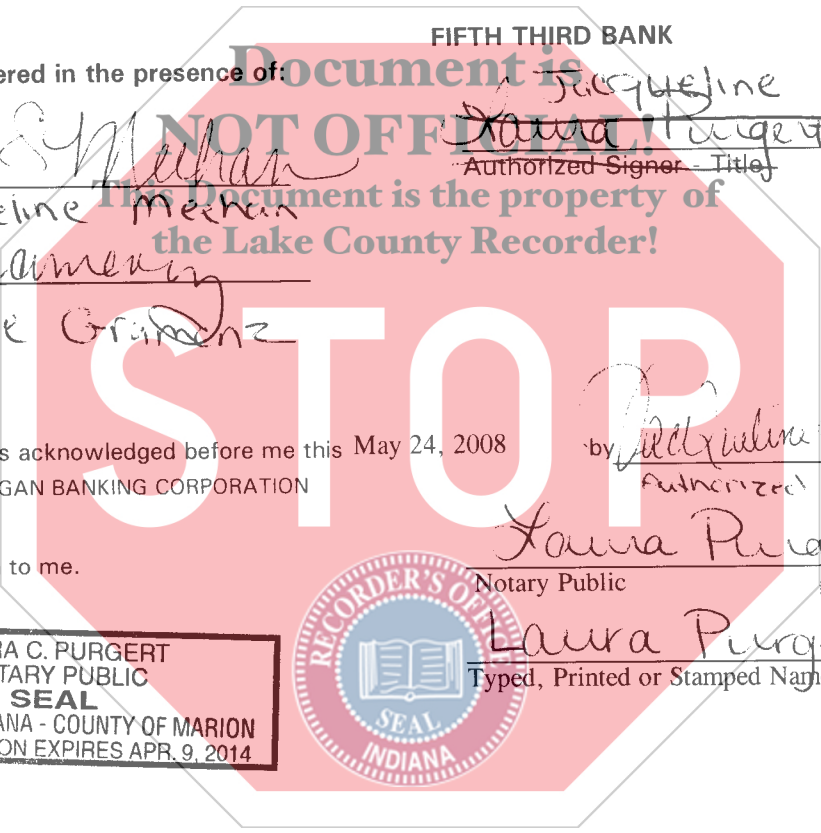
(Seal)

(Seal)

Signed, sealed and delivered in the presence of:

 Jacqueline Meehan
Witness Jacqueline Meehan
 Page Gramenz
Witness Page Gramenz

FIFTH THIRD BANK
 Jacqueline Meehan - PB
 Laura Purgert - FCM (Seal)
Authorized Signer - Title



STATE OF INDIANA
COUNTY OF LAKE
The foregoing instrument was acknowledged before me this May 24, 2008
of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION

and who is personally known to me.
(Seal)

by Jacqueline Meehan PB
Authorized Signer - (Title)
 Laura Purgert
Notary Public
 Laura Purgert
Typed, Printed or Stamped Name

LAURA C. PURGERT
NOTARY PUBLIC
SEAL
STATE OF INDIANA - COUNTY OF MARION
MY COMMISSION EXPIRES APR. 9, 2014



[Space Below This Line For Notary Acknowledgment]

STATE OF INDIANA,

County ss: Lake

On this 24th DAY OF May, 2008, before me, the undersigned, a Notary Public in and for said County, personally appeared
MICHAEL J MITAMURA AND VIRGINIA A MITAMURA, HUSBAND AND WIFE

and acknowledged the execution of the foregoing instrument.
WITNESS my hand and official seal.

My Commission Expires:



Laura C. Purgert
Notary Public
County of Residence: Marion

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

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.

Michael J. Mitamura

MM11 11/07

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE TOWN OF DYER, COUNTY OF LAKE,
STATE OF INDIANA, AND KNOWN AS:

BEING LOT NUMBER 52 IN CHATEAU WOODS AS SHOWN IN THE RECORDED
PLAT/MAP THEREOF IN BOOK 68 PAGE 16 OF LAKE COUNTY RECORDS.

Permanent Parcel Number: 12-14-0223-0052
MICHAEL J. MITAMURA AND VIRGINIA A. MITAMURA, HUSBAND AND WIFE

140 SCHMIDT DRIVE, DYER IN 46311
Loan Reference Number : 10623817/23/01175/FAM
First American Order No: 37513778
Identifier: f/FIRST AMERICAN LENDERS ADVANTAGE

MITAMURA
37513778

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



Document is NOT OFFICIAL
Document is the property of
the Lake County Recorder
IN WHEN RECORDED RETURN TO:
Equity Loan Services, Inc.
1100 Superior Ave., Ste. 200
Cleveland, OH 44114
National Recording - FACT

