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2009 021628

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2009 APR -6 AH 8: 35

MICHAEL A. BROWN RECORDER

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



Loan Number:

XXXXXX6961++

## **Mortgage Modification Document**

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this March 23, 2009

between

JANET L. BEEMSTERBOER

Document is 40040402

Whose address is:13150 W 90TH AV, SAINT JOHN, IN, 46373-0000.

("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 - 22 - 200 % and recorded in the Book or Liber NA at page(s) 1/1, or with instrument number 2008 055324 of the Public Records of LAKE

County, which covers the real and personal property located at:

13150 W 90TH AVE SAINT JOHN, IN 46373-0000

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 \$ 150,000.00

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.

MMIN 11/07

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## GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED $_{March\ 23,\ 2009}$ .

Signed, sealed and delivered in the presence of:	JANET L. BEEMSTERBOER	(Seal)
Witness		_(Seal)
Witness		_(Seal)
		_(Seal)
		_(Seal)
		_(Seal)
Signed, sealed and delivered in the presence of CI  NOT O  Witness  This Document the Lake Co	FIFTH THIRD BANK  UMENT 1S  FF   Western Julianis - Sequesis  Authorized Signer - Title  nt is the property of wilkins, Supina  ounty Recorder!	<u>∪</u> (Seal) /.`ऽ <i>c.</i>
Witness  STATE OF INDIANA COUNTY OF LAKE The foregoing instrument was acknowledged before me this	March 23, 2009 by Stephanie (Wilkins	Superviso
of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION and who is personally known to me.	adrenne W. Heuserli	(Title)
ADRIENNE W. HEABERLIN Notary Public - Seal State of Indiana My Commission Expires Jan 7, 2017	Hanenne W Heaperlin Typed, Printed or Stamped Name	

STATE OF INDIANA,	Lik	¿ County	ss:	
On this 23rd DAY OF Ma personally appeared JANET L. BEEMSTERBOER	rch, 2009,	before me, the unders	signed, a Notary Public i	in and for said County,
and acknowledged the execution of the WITNESS my hand and official so My Comission Expires:  ADRIENNE W. HEABERLIN Notary Public - Seal State of Indiana My Commission Expires Jan 7.  This instrument was prepared by FIFTH THIRD BANK (WESTE 1850 EAST PARIS GRAND RATE In affirm, under the penalties of the number in this document, unless that the second	e foregoing instrued.  The Lake  Y 7, 2017  Y (Livy)  ERN MICHIGAN)  APIDS, MI 49546	ent is the pro County Reco	perty of order!  Oduence  Notary Public Adr I County of Residence:	Lake

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— [Space Below This Line For Notary Acknowledgment] —

## EXHIBIT A

SITUATED IN THE TOWN OF ST. JOHN, COUNTY OF LAKE AND STATE OF INDIANA:

LOT 8 IN SCHILLTON HILLS, UNIT NUMBER 9, AN ADDITION TO TOWN OF ST. JOHN AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 84 PAGE 86 AND AMENDED BY A CERTIFICATE OF CORRECTION RECORDED AUGUST 25, 1998 AS DOCUMENT NUMBER 98066760 RECORDED IN OFFICE OF THE RECORDED OF LAKE COUNTY, INDIANA.

