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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 023857

2009 APR 15 AM 8:46

MICHAEL A. BROWN
RECORDER

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



Loan Number: XXXXXX9453++

Mortgage Modification Document

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this March 27, 2009 between CHARLES L. BURGESS AND GWEN R. BURGESS, HUSBAND AND WIFE

4015 4593

Whose address is: 10702 129TH AV, CEDAR LAKE, IN, 46303-0000 ("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 8-29-2006 and recorded in the Book or Liber N/A at page(s) N/A, or with instrument number 2006047087 of the Public Records of LAKE County, which covers the real and personal property located at:

10702 129TH AVENUE CEDAR LAKE, IN 46303-0000

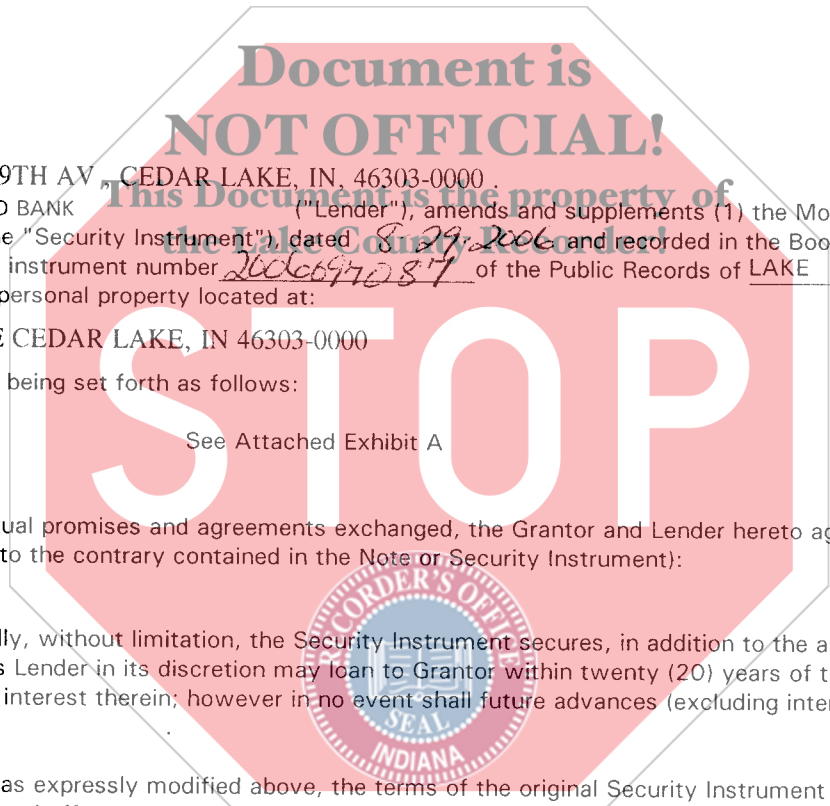
the real property described being set forth as follows:

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 \$ 30,200.00

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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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED March 27, 2009 .

Signed, sealed and delivered in the presence of:

Charles L. Burgess (Seal)
CHARLES L. BURGESS

Gwen R. Burgess (Seal)
GWEN R. BURGESS

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

Adrienne W. Heaberlin
Witness

Adrienne W. Heaberlin
Witness

~~And~~ Adrienne Heaberlin

Signed, sealed and delivered in the presence of:

FIFTH THIRD BANK
Stephanie Wilkins (Seal)
Indirect Lending
Supervisor
Authorized Signer Title
Stephanie Wilkins

Witness

Witness

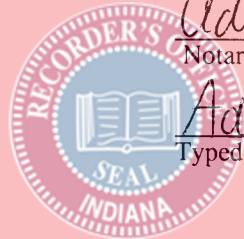
STATE OF INDIANA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this March 27, 2009
of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION

by Stephanie Wilkins Indirect Lending Supervisor
~~Adrienne W. Heaberlin~~ FCAA Supervisor
(Title)

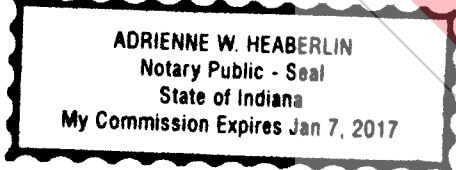
and who is personally known to me.

(Seal)



Adrienne W. Heaberlin
Notary Public

Adrienne W. Heaberlin
Typed, Printed or Stamped Name



[Space Below This Line For Notary Acknowledgment]

STATE OF INDIANA,

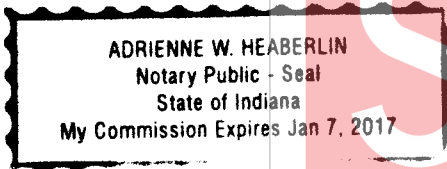
County ss: *Lake*

On this 27th DAY OF March, 2009, before me, the undersigned, a Notary Public in and for said County, personally appeared CHARLES L. BURGESS AND GWEN R. BURGESS, HUSBAND AND WIFE

and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My Commission Expires: *January 7, 2017*



Adrienne W. Heaberlin
Notary Public
County of Residence: *Lake*

This instrument was prepared by

Takeda Rose

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.

Takeda Rose

MM11 11/07

11937785

EXHIBIT A

SITUATED IN THE COUNTY OF LAKE AND STATE OF INDIANA:

THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 21,
TOWNSHIP 34 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL
MERIDIAN, (EXCEPT THE EAST 960 FEET THEREOF) AND EXCEPT THE
NORTH 2200 FEET THEREOF AND EXCEPT THAT PART DESCRIBED AS
FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF
OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 34 NORTH,
RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, THENCE EAST 38
FEET; THENCE SOUTHERLY TO A POINT ON THE SOUTH LINE 280.5
FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE WEST 280.5
FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH ALONG THE
WEST LINE THEREOF; THENCE NORTH ALONG THE WEST LINE THEREOF
TO THE PLACE OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

Permanent Parcel Number: 45-15-21-177-012-000-01
CHARLES L. BURGESS AND GWEN R. BURGESS, HUSBAND AND WIFE

10702 WEST 129TH AVENUE, CEDAR LAKE IN 46303
Loan Reference Number : 11937785/23/00875/FAM
First American Order No: 40154593
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES



WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request

