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2009 060426

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2009 SEP -2 AM 8:39
MICHAEL A. BROWN
RECORDER

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



Loan Number: XXXXXX8331 + +

Mortgage Modification Document

40841637

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this July 28, 2009 between
THOMAS R. MORALES AND LINDA A. MORALES, HUSBAND AND WIFE

Whose address is: 1004 DUNE SAND CT, 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 9-27-2004 and recorded in the Book or Liber N/A at page(s) N/A, or with instrument number 2005007056 of the Public Records of LAKE County, which covers the real and personal property located at:

1004 DUNE SAND CT 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 \$ 67,000.00

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.

12411962

MMIN 11/07

2100
CK# 0410981
0424136
CNA

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED July 28, 2009

Signed, sealed and delivered in the presence of:

Thomas R. Morales (Seal)
THOMAS R. MORALES

Witness

Linda A. Morales (Seal)
LINDA A. MORALES

Witness

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of:

Bobby Kosteski (Seal)
Authorized Signer - Title

Witness

personal banker

Witness

STATE OF INDIANA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this July 28, 2009 of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION

by Bobby Kosteski personal banker (Title)

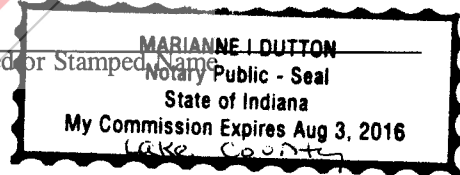
and who is personally known to me.



Marianne I Dutton
Notary Public

(Seal)

Typed, Printed or Stamped Name



[Space Below This Line For Notary Acknowledgment]

STATE OF INDIANA,

Lake County ss:

On this 28th DAY OF July, 2009, before me, the undersigned, a Notary Public in and for said County, personally appeared THOMAS R. MORALES AND LINDA A. MORALES, 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: Aug. 3, 2016



Lake County

Marianne I Dutton
Notary Public
County of Residence: Lake

This instrument was prepared by

FIFTH THIRD BANK (WESTERN MICHIGAN)
1850 EAST PARIS GRAND RAPIDS, MI 49546

Cari Witdeflesch



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.

Cari Witdeflesch

MMI1 11/07

EXHIBIT A

SITUATED IN THE COUNTY OF LAKE AND STATE OF INDIANA:

LOT 72 PINWOOD ESTATES ADDITION UNIT 2, TO THE TOWN OF DYER,
AS SHOWN IN PLAT BOOK 50, PAGE 74, IN LAKE COUNTY, INDIANA.
(COMMONLY KNOWN AS 1004 DUNE SAND COURT, DYER, INDIANA).

Permanent Parcel Number: 45-11-18-176-012.000-03
THOMAS R. MORALES AND LINDA A. MORALES, HUSBAND AND WIFE

1004 DUNE SAND COURT, DYER IN 46311
Loan Reference Number : 12411962/23/04733/FAM
First American Order No: 40841637
Identifier: L/FIRST AMERICAN EQUITY LOAN SERVICES

 MORALES
40841637

FIRST AMERICAN EQUITY
MODIFICATION AGREEMENT



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

