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STATE OF INDIANA
LAKE COUNTY
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MICHAEL A. BROWN
RECORDER

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



Loan Number: XXXXXX7038 + +

Mortgage Modification Document

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THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this July 28, 2009 between JOHN M. GUZMAN AND PATRICIA K. GUZMAN, HUSBAND AND WIFE



Whose address is: 1213 DEVONSHIRE, HOBART, IN, 46342-0000 ("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 8-27-2003 and recorded in the Book or Liber N/A at page(s) N/A, or with instrument number 2003-097302 of the Public Records of LAKE County, which covers the real and personal property located at:

1213 DEVONSHIRE ST HOBART, IN 46342-0000

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 \$ 36,000.00

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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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: John M. Guzman (Seal)
JOHN M. GUZMAN

Witness Patricia K. Guzman (Seal)
PATRICIA K. GUZMAN

Witness _____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

Signed, sealed and delivered in the presence of: Laura Rugert - FCM (Seal)
Authorized Signer - Title

Witness _____

Witness _____

STATE OF INDIANA
COUNTY OF LAKE
The foregoing instrument was acknowledged before me this July 28, 2009 by Laura Rugert FINANCIAL Center Manager (Title)
of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION

and who is personally known to me.
(Seal) Jessica Twardy
Notary Public

JESSICA TWARDY
NOTARY PUBLIC
SEAL
STATE OF INDIANA - COUNTY OF LAKE
MY COMMISSION EXPIRES MAY 25, 2013

Jessica Twardy
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,
personally appeared

before me, the undersigned, a Notary Public in and for said County,

JOHN M. GUZMAN AND PATRICIA K. GUZMAN, HUSBAND AND WIFE

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

My Commission Expires:

JESSICA TWARDY
NOTARY PUBLIC
SEAL
STATE OF INDIANA - COUNTY OF LAKE
MY COMMISSION EXPIRES MAY 25, 2013

Jessica Twardy

Notary Public
County of Residence:

This instrument was prepared by *Mary Beth E. Bushard*

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.

Deb Nelson

MMI1 11/07

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EXHIBIT A

SITUATED IN THE COUNTY OF LAKE AND STATE OF INDIANA:

ALL THAT PART NORTH OF THE NORTH LINE OF THE RIGHT OF WAY OF THE ELGIN, JOLIET AND EASTERN RAILWAY, SOUTH OF DEVONSHIRE STREET, EAST OF CHICAGO STREET, AND WEST OF MICHIGAN STREET, IN THE CITY OF HOBART, IN THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA.

EXCEPTING THEREFROM THE FOLLOWING PARCELS:

THE NORTH 156 FEET OF THE WEST 160 FEET OF THE FOLLOWING DESCRIBED TRACT OR PARCEL OF LAND DESCRIBED AS FOLLOWS: ALL THAT PART NORTH OF THE NORTH LINE OF THE RIGHT OF WAY OF THE E.J. AND E. RY., SOUTH OF DEVONSHIRE STREET, EAST OF CHICAGO STREET, AND WEST OF MICHIGAN STREET, IN THE CITY OF HOBART, IN THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE 2ND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA,

AND ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 156 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF DEVONSHIRE STREET, EAST OF THE EAST LINE OF JOLIET STREET (FORMERLY CHICAGO STREET), NORTHWESTERLY OF THE NORTHERLY LINE OF THE E.J. AND E. RAILROAD, AND WEST OF A LINE 110 FEET EAST OF AND PARALLEL TO THE EAST LINE OF JOLIET STREET (FORMERLY CHICAGO STREET) IN THE CITY OF HOBART, IN LAKE COUNTY, INDIANA.

AND ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 7 WEST OF THE SECOND PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE 156 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF DEVONSHIRE STREET, EAST OF A LINE 110 FEET EAST OF AND PARALLEL TO THE EAST LINE OF JOLIET STREET (FORMERLY CHICAGO STREET), AND NORTHWESTERLY

40888260

EXHIBIT A
(continued)

OF THE NORTHERLY LINE OF THE E.J. AND E. RAILROAD IN THE CITY
OF HOBART, LAKE COUNTY, INDIANA.

Permanent Parcel Number: 45-09-32-232-004.000-01
JOHN M. GUZMAN AND PATRICIA K. GUZMAN, HUSBAND AND WIFE

1213 DEVONSHIRE STREET, HOBART IN 46342
Loan Reference Number : 12428793/23/04717/FAM
First American Order No: 40888260
Identifier: L/FIRST AMERICAN EQUITY LOAN SERVICES

 GUZMAN
40888260

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



Document is
NOT OFFICIAL

WHEN RECORDED, RETURN TO:

EQUITY LOAN SERVICES

1100 SUPERIOR AVENUE, SUITE 200

CLEVELAND, OHIO 44114

NATIONAL RECORDING TEAM 1

Accommodation Recording Per Client Request

This Document is the property of
the Lake County Recorder!

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