

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 SEP 14 AM 8:46

MICHAEL A. BROWN
RECORDER

2009 062497

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



Loan Number: XXXXXX8301++

Mortgage Modification Document

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this July 24, 2009 between
CATHY M MARLER, A SINGLE WOMAN

40898504

Document is NOT OFFICIAL!

Whose address is: 1122 N RUSH ST, GARY, IN, 46403-0000. ("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 4-9-2007 and recorded in the Book or Liber N/A at page(s) A/A, or with instrument number 2007-037614 of the Public Records of LAKE County, which covers the real and personal property located at:

1122 N RUSH ST GARY, IN 46403-0000

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 \$ 55,000.00

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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0419520
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0434378
CR

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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 24, 2009

Signed, sealed and delivered in the presence of: Cathy M. Marler (Seal)
CATHY M MARLER

Witness _____ (Seal)

Witness _____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

Signed, sealed and delivered in the presence of: Stephanie L. Wilkins (Seal)
Authorized Signer - Title
Witness Stephanie L. Wilkins Supervisor

Witness _____

Witness _____

STATE OF INDIANA
COUNTY OF LAKE
The foregoing instrument was acknowledged before me this July 24, 2009 by Stephanie Wilkins Supervisor
of FIFTH THIRD BANK, A MICHIGAN BANKING CORPORATION (Title)

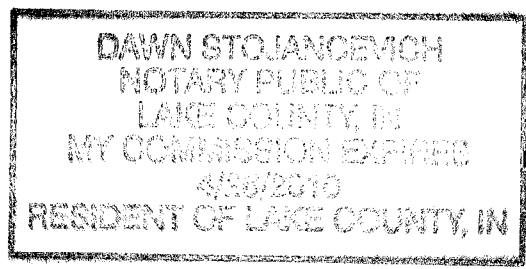
and who is personally known to me.

(Seal)



Dawn Stojancevich
Notary Public

Dawn Stojancevich
Typed, Printed or Stamped Name



MMD2 (06/09)

[Space Below This Line For Notary Acknowledgment]

STATE OF INDIANA, *Lake*

County ss:

On this 24th DAY OF July, 2009, before me, the undersigned, a Notary Public in and for said County, personally appeared CATHY M MARLER, A SINGLE WOMAN

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

My Comission Expires:



[Handwritten Signature]

Notary Public
County of Residence: *LAKE*

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

Cari Witdefesch

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 Witdefesch

MM11 11/07

12431871

STATE OF INDIANA

COUNTY OF LAKE

Before me, a Notary Public in and for said County and State, personally appeared CATHY M MARLER who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 18 day of AUG, 20 09.

Signature [Handwritten Signature]

Printed Dawn Stojancevich

Resident of LAKE County, Indiana.

My commission expires: 4-26-2010

DAWN STOJANCEVICH
NOTARY PUBLIC OF
LAKE COUNTY, IN
MY COMMISSION EXPIRES
4-26-2010
RESIDENT OF LAKE COUNTY, IN



EXHIBIT A

SITUATED IN THE COUNTY OF LAKE AND STATE OF INDIANA:

LOT 14, BLOCK 4, IN LAKESIDE ADDITION, IN THE CITY OF GARY,
AS SHOWN IN PLAT BOOK 14, PAGE 25, IN THE OFFICE OF THE
RECORDER OF LAKE COUNTY, INDIANA, AND THE EAST 1/2 OF VACATED
PART OF ALLEY ADJOINING SAID LOT ON THE WEST.

Permanent Parcel Number: 45-05-33-103-019.000-00
CATHY M. MARLER, A DIVORCED WOMAN AND NOT SINCE REMARRIED

1122 NORTH RUSH STREET, GARY IN 46403
Loan Reference Number: 12431871/23/04725/FAM
First American Order No: 40898504
Identifier: FIRST AMERICAN EQUITY LOAN SERVICES

 MARLER
40898504

FIRST AMERICAN ELS
MODIFICATION AGREEMENT



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

STOP

