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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2010 MAR 25 AM 8:32  
MICHELLE B. FAJMAN  
RECORDER

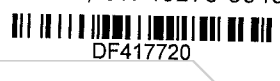
2010 017021

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Prepared by and Return to:  
MADISONVILLE OPERATION CENTER  
MD1MOB19-ATTN: Tonja Colwell  
5001 KINGSLEY DRIVE  
CINCINNATI, OH 45227-1114

Return To:  
Southwest Financial Services, LTD.  
P.O. Box 300  
Cincinnati, OH 45273-8043



Servicer Loan Number: 404803835

111606331

**LOAN MODIFICATION**

**Fixed Rate Loan – Step Rate Modification**

**Document is NOT OFFICIAL!**  
TWO ORIGINAL LOAN MODIFICATIONS of  
MUST BE EXECUTED BY THE BORROWER:  
ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE  
SECURITY INSTRUMENT IS RECORDED

This Loan Modification ("Modification"), entered into effective as of 11/01/2009, between JULIE SPANGLER ("Borrower") and Fifth Third Mortgage Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 12/21/2007, securing the original principal sum of U.S. \$117,500.00, and recorded in \_\_\_\_\_, at page (s) \_\_\_\_\_, of the Records of LAKE County, IN, which covers the real and any personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 7711 E 108TH AVENUE, CROWN POINT, IN 46307, the real property described being set forth as follows:

See attached "Exhibit A" INSTRUMENT # 2008 000682

To evidence the election by the Borrower to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner of the Property. Any other Lien against the property has been fully disclosed to the Lender by the Borrower.
2. As of 11/01/2009, the amount payable under the Note and Security Instrument is U.S. \$116,245.13 and the current interest rate is 2.000%.

\$18  
CK# 0000359052  
CA

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3a

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principle and interest beginning on 12/01/2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The principle and interest payment will initially be U.S. \$352.02. Each interest rate change will adjust the monthly payment amount for the duration that interest rate is effective. The interest rate will change as follows:

Beginning 11/1/2009, the interest rate will be 2.000 %. This will adjust the monthly payment amount.

Beginning 11/1/2014, the interest rate will be 3.000 %. This will adjust the monthly payment amount.

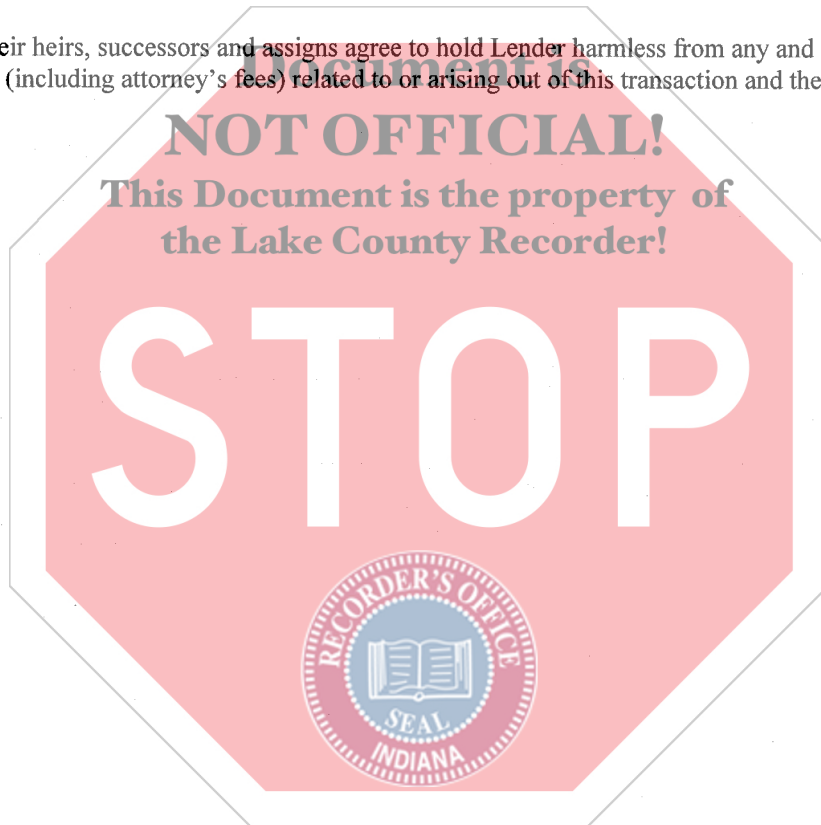
Beginning 11/1/2015, the interest rate will be 4.000 %. This will adjust the monthly payment amount.

Beginning 11/1/2016, the interest rate will be 4.750 %. This will adjust the monthly payment amount.

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.

5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

6. Borrowers, their heirs, successors and assigns agree to hold Lender harmless from any and all claims, liabilities, expenses (including attorney's fees) related to or arising out of this transaction and the circumstances leading up to it.



[To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.]

Julie Spangler \_\_\_\_\_ 11/20/09  
JULIE SPANGLER - Borrower Date

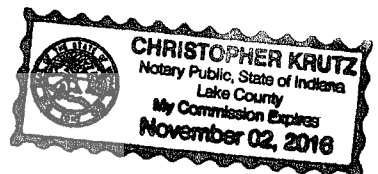
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ind, COUNTY OF LaKE:

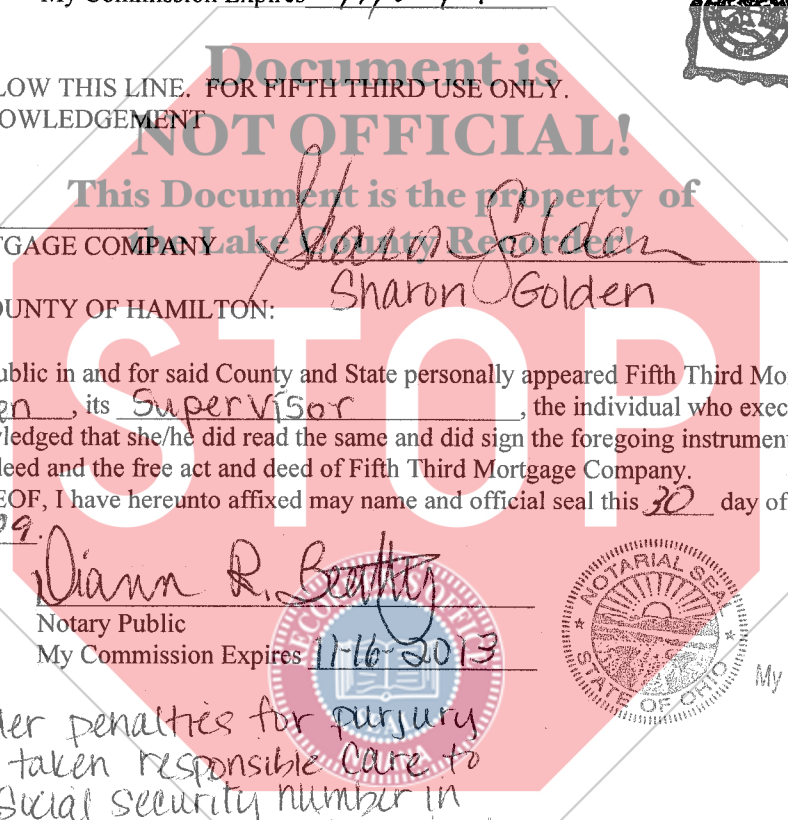
Before me a Notary Public in and for said County and State personally appeared JULIE SPANGLER, who are personally known to me or have produced driver's license identification and who did take an oath and who executed the foregoing conveyance to Fifth Third Mortgage Company and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 20<sup>th</sup> day of November, 2009.

[Signature]  
Notary Public  
My Commission Expires 11/02/09



DO NOT WRITE BELOW THIS LINE. FOR FIFTH THIRD USE ONLY.  
CORPORATE ACKNOWLEDGEMENT



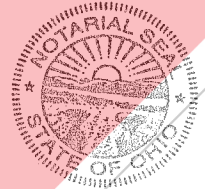
FIFTH THIRD MORTGAGE COMPANY Sharon Golden (Seal)

STATE OF OHIO, COUNTY OF HAMILTON: Sharon Golden

Before me, a Notary Public in and for said County and State personally appeared Fifth Third Mortgage Company by Sharon Golden, its Supervisor, the individual who executed the foregoing instrument and acknowledged that she/he did read the same and did sign the foregoing instrument and that the same is her/his free act and deed and the free act and deed of Fifth Third Mortgage Company.

IN WITNESS WHEREOF, I have hereunto affixed my name and official seal this 30 day of November, 2009.

Diann R. Beatty  
Notary Public  
My Commission Expires 11-16-2013



Diann R. Beatty  
Notary Public, State of Ohio  
My Commission Expires 11-16-2013

I affirm, under penalties for perjury that I have taken responsible care to redact each social security number in this document, unless required by law.  
Tonja Colwell

No: 920078442

### LEGAL DESCRIPTION

That part of Lot R4-9, in Country Meadow Estates, 3rd Addition, Unit 8, an Addition to the Town of Winfield, as per plat thereof, recorded in Plat Book 86 page 54, in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Commencing at the Northwest corner of said Lot R4-9, said point also being the point of beginning; thence South 90 degrees 00 minutes 00 seconds East along the North line of said Lot R4-9, a distance of 37.84 feet; thence South 0 degrees 04 minutes 18 seconds East, a distance of 170.00 feet, to the South line of said Lot R4-9; thence North 90 degrees 00 minutes 00 seconds West, along the South line of said Lot R4-9, a distance of 38.06 feet to the Southwest corner of said Lot R4-9; thence North 0 degrees 00 minutes 00 seconds West, along the West line of said Lot R4-9, a distance of 170.00 feet, to the point of beginning, in the Town of Winfield, in Lake County, Indiana. Commonly known as 7711 108th Avenue, Crown Point, Indiana.

