

2010 037695

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2010 JUL - 1 AM 9:01

MICHELLE R. FAJMAN RECORDER

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



Loan Number:

XXXXXX9365++

Mortgage Modification Document

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this April 17, 2010 STEVEN W. DEATHERAGE AND KATHLEEN A. DEATHERAGE, HUSBAND AND WIFE

between

Whose address is:10415 W MAGOUN DR, SAINT JOHN, IN, 46373-0000.

("Grantor") and FIFTH THIRD BANK

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 5-5-2008 and recorded in the Book or Liber at page(s) AVA, or with instrument number 2008-039989 of the Public Records of LAKE

County, which covers the real and personal property located at:

10415 MAGOUN DRIVE SAINT JOHN, IN 46373-0000

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 \$ 50,000.00

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.

\$ 3895 \$ 121 \$ 100 \$ 183

MMIN 11/07

13391065

GRANTOR AGREES TO ITS TERMS. THIS MODIF	for the file of	(Seal)
Signed, sealed and delivered in the presence of:	STEVEN W. DEATHERAGE	Seal)
Kughel Rusx	Kathlow A Dadloone.) (Seal)
Witness (Rugue Rulz)	HATHLEEN A. DEATHERAGE	(Jean)
		(Seal)
Witness		
		(Seal)
		(Seal)
		(Seal)
	FIFTH THIRD BANK	
Signed, sealed and delivered in the presence		
of:	Mary L. Meek Authorized Signer - Title	(Seal)
	Authorized Signer - Title	
Witness	mary L. Meek, title In	is. Spec I
Witness		

STATE OF INDIANA		
COUNTY OF LAKE The foregoing instrument was acknowledged	M s M s s	T. C.C.A. W
before me this April 17, 2010	by Mary L. Meek , Title =	ms. Spec I
of FIFTH THIRD BANK, AN OHIO BANKING CORPORATION	(111	.ie,
and who is personally known to me.	\cap \cap	72//
	Juanny	Vys.
(Seal)	Notary Public	71 / 1 / 1
	JULIANI NEC	MUM
JULIANN MCGUIRE	Typed Printed or Stammed Name	
Notary Public - Seal	Typed, Printed or Stamped Name	
Notary Public - Seal	Typed, Printed or Stamped Name	

MMD2 (06/09)

[Space Below	This Line For	Notary Acknowledgment]
STATE OF INDIANA,	lake	County ss:
On this 17th DAY OF April, 2010, personally appeared STEVEN W. DEATHERAGE AND KATHLES WIFE		the undersigned, a Notary Public in and for said County, IERAGE, HUSBAND AND
and acknowledged the execution of the foregoing i WITNESS my hand and official seal. My Comission Expires:		Notary Public JYLIAND ACGAIRE County of Residence: (AKP
This instrument was prepared by Mary FIFTH THIRD BANK (WESTERN MICHIO 1850 EAST PARIS GRAND RAPIDS, MI 4	GAN)	JULIANN MCGUIRE Notary Public - Seal State of Indiana My Commission Expires Jun 1, 2017
I affirm, under the penalties for perjury, the number in this document, unless required	hat I have taken by law. 	n reasonable care to redact each Social Security Mary Mlek
		MMI1 11/07
13391065		

EXHIBIT A

SITUATED IN THE COUNTY OF LAKE AND STATE OF INDIANA:

LOT 392 IN HOMESTEAD ACRES 16TH ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 70, PAGES 23, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Permanent Parcel Number: 45-15-05-253-003.000-01 STEVEN W. DEATHERAGE AND KATHLEEN A. DEATHERAGE, HUSBAND

10415 WEST MAGOUN DRIVE, SAINT JOHN IN 46373 Loan Reference Number : 13391065/23/23335/FAM First American Order No: 41897133

Identifier: L/FIRST AMERICAN EQUITY LOAN SERVICES



######## DEATHERAGE 41897133 IN FIRST AMERICAN ELS MODIFICATION AGREEMENT AT BEAT TO BEAT A THE STREET A CONTRACT OF THE STREET OF T

WHEN RECORDED, RETURN TO: FIRST AMERICAN LENDERS ADVANTAGE 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING - TEAM 1 Accommodation Recording Per Client Request