

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 057501

2010 OCT -5 AM 8:29

MICHELLE D. FAJMAN
RECORDER

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



Loan Number: XXXXXX6450++

Mortgage Modification Document

42603705

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this September 22, 2010 between ROY J CARLIN AND PHYLISS J CARLIN, husband and wife

Whose address is: 13229 W. 169TH AV , LOWELL, IN, 46356-0000 .

("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 4-28-2008 and recorded in the Book or Liber NA at page(s) NA, or with instrument number 2008 034856 of the Public Records of LAKE County, which covers the real and personal property located at:

13229 W 169TH AVE LOWELL, IN 46356-0000

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 \$ 150,000.00

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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0704472
RM
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GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED September 22, 2010 .

Signed, sealed and delivered in the presence of:

Charity Kacprowski
Witness Charity Kacprowski

Roy J. Carlin (Seal)
ROY J CARLIN

Phyllis J. Carlin (Seal)
PHYLISS J CARLIN

Witness

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of:

Witness

Witness

Mary L. Meek (Seal)
Authorized Signer - Title
Mary L. Meek, Title Ins. Spec II

STATE OF INDIANA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this September 22, 2010 of FIFTH THIRD BANK, AN OHIO BANKING CORPORATION

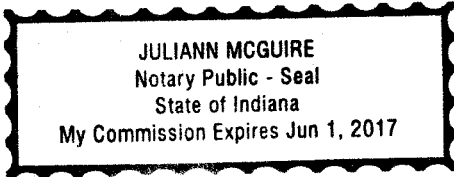
by Mary L. Meek . Title Ins. Spec II
(Title)

and who is personally known to me.

(Seal)

Juliann McGuire
Notary Public
JULIANN MCGUIRE

Typed, Printed or Stamped Name



COOPRES:
Lake

[Space Below This Line For Notary Acknowledgment]

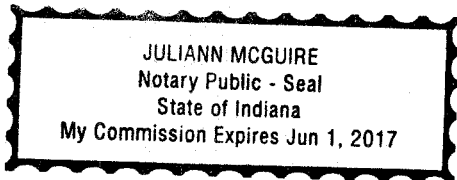
STATE OF INDIANA,

Lake County ss:

On this 22nd DAY OF September, 2010, before me, the undersigned, a Notary Public in and for said County, personally appeared ROY J CARLIN AND PHYLISS J CARLIN, *husband and wife*

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

My Comission Expires: *June 1, 2017*



Juliann McGuire
Notary Public *Juliann McGuire*
County of Residence: *Lake*

This instrument was prepared by *Mary Meek*

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.

Mary Meek
Mary Meek

MM11 11/07

EXHIBIT "A"

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF INDIANA, COUNTY OF LAKE,
WITH A STREET LOCATION ADDRESS OF 13229 W 169TH AVE; LOWELL, IN
46356-9408 HAVING A TAX IDENTIFICATION NUMBER OF
45-19-18-400-007.000-037 AND FURTHER DESCRIBED AS PT. E1/2 NW SE
S.18 T.33 R.9 5 A. (165 X 1320 FT.).

45-19-18-400-007.000-037
13229 W 169TH AVE; LOWELL, IN 46356-9408

14025769 / 23/23335/FAM
42603705/f



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

 CFRLIN
42603705

IN



FIRST AMERICAN ELS
MODIFICATION AGREEMENT

