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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 061229

2010 OCT 21 AM 1:00

MICHELLE D. FAJMAN
RECORDER

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



Loan Number: XXXXXX6585 + +

Mortgage Modification Document

42458601

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this October 1, 2010 between
TROY A. STUPECK AND LYNN M. STUPECK, HUSBAND AND WIFE

AKA Troy Stupeck

Whose address is: 4160 W MAIN ST , 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 11-5-2007 and recorded in the Book or Liber N/A at page(s) N/A, or with instrument number 2007-095-158 of the Public Records of LAKE County, which covers the real and personal property located at:

4160 N MAIN ST 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 \$ 53,000.00

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.

3rd

0715960

2.00

RB

13839506

MMIN 11/07

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED October 1, 2010

Signed, sealed and delivered in the presence of:

Troy A. Stupeck AKA Troy Stupeck (Seal)
TROY A. STUPECK

Witness

Lynn M. Stupeck (Seal)
LYNN M. STUPECK

Witness

(Seal)

(Seal)

(Seal)

(Seal)

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of:

Judy Neal Mgr (Seal)
Authorized Signer - Title
Judy Neal

Witness

Witness

STATE OF INDIANA

COUNTY OF LAKE

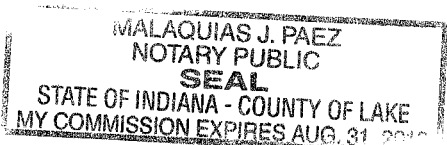
The foregoing instrument was acknowledged before me this October 1, 2010

of FIFTH THIRD BANK, AN OHIO BANKING CORPORATION

by Judy Neal Mgr
(Title)

and who is personally known to me.

(Seal)



Malaquias J. Paez
Notary Public
Malaquias J. Paez
Typed, Printed or Stamped Name

[Space Below This Line For Notary Acknowledgment]

STATE OF INDIANA,

County ss: Lake

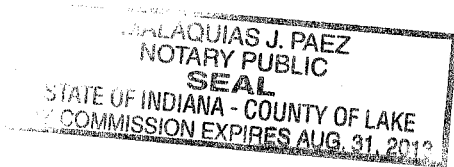
On this 1st DAY OF October, 2010, before me, the undersigned, a Notary Public in and for said County, personally appeared

TROY A. STUPECK AND LYNN M. STUPECK, HUSBAND AND WIFE

AKA Troy Stupeck

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

My Commission Expires: 8-31-13



MALAQUIAS J. PAEZ

Malaqui
Notary Public MALAQUIAS J. PAEZ
County of Residence: Lake

This instrument was prepared by Deb Nelson

FIFTH THIRD BANK (WESTERN MICHIGAN)
1850 EAST PARIS GRAND RAPIDS, MI 49546 Deb Nelson

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
Deb Nelson

MMI1 11/07

13839506

EXHIBIT A

SITUATED IN THE COUNTY OF LAKE AND STATE OF INDIANA:

PARCEL 1:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12, 21.6 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 12; THENCE NORTH 1328.57 FEET TO AN IRON PIPE IN THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12; THENCE NORTH 246.6 FEET TO AN IRON PIPE; THENCE NORTH 34 DEGREES, 31 MINUTES, 30 SECONDS WEST 63.36 FEET TO THE CENTER LINE OF THE BLACK TOPPED COUNTY HIGHWAY; THENCE EASTERLY ALONG THE CENTER LINE OF SAID HIGHWAY, 84 FEET; THENCE EAST AT AN ANGLE OF 153 DEGREES; 57 MINUTES FROM THE LAST MENTIONED LINE MEASURED FROM SAID LINE THROUGH SOUTH TO EAST FOR A DISTANCE OF 295 FEET; THENCE SOUTHEASTERLY ON THE LINE WHICH FORMS AN ANGLE OF 96 DEGREES 20 MINUTES MEASURING FROM WEST THROUGH SOUTH FOR A DISTANCE OF 372.45 FEET; THENCE EAST ON THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12 FOR A DISTANCE OF 424.20 FEET TO AN IRON BAR; THENCE SOUTH 1327.45 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12; THENCE WEST ON SAID SOUTH LINE 822.22 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.

THAT PART OF PARCEL 1 LYING NORTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

42458601

EXHIBIT A
(continued)

PARCEL 2:

PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: PROCEEDING FROM A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN WHICH IS 913.10 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 12; THENCE NORTHERLY AT AN ANGLE OF 74 DEGREES 32 MINUTES WEST TO NORTH FROM THE LAST DESCRIBED COURSE A DISTANCE OF 372.45 FEET TO AN IRON PIPE; THENCE WESTERLY AT AN ANGLE OF 96 DEGREES 20 MINUTES FROM SOUTH TO WEST FROM THE LAST DESCRIBED COURSE A DISTANCE OF 119 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 176 FEET, OR ITS POINT OF INTERSECTION WITH THE CENTER LINE OF MAIN STREET, OR COUNTY ROAD NUMBER D-4, THENCE NORTHERLY ALONG THE CENTER LINE OF SAID MAIN STREET OF COUNTY ROAD NUMBER D-4 FOR A DISTANCE OF 48 FEET; THENCE EASTERLY 140 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.



PARCEL 3:

THE EAST 14.0 FEET OF LOT 2 AND ALL OF LOT 3, BLOCK 44-A, DALECARLIA, AS SHOWN IN PLAT BOOK 27, PAGE 56 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Permanent Parcel Number: 45-19-12-154-025.000-00 (Parcel #1)
45-19-12-300-016.000-00 (Parcel #2)
45-19-12-158-008.000-00 (Parcel #3)

TROY A. STUPECK AND LYNN M. STUPECK, HUSBAND AND WIFE

4160 WEST MAIN STREET, LOWELL IN 46356
Loan Reference Number : 13839506/23/04711/FAM

 **STUPECK**
42458601
FIRST AMERICAN ELS
MODIFICATION AGREEMENT


IN WHEN RECORDED, RETURN TO:
FIRST AMERICAN LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

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