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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 011870

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MICHAEL J. HAN
RECORDER

Reference:

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



Loan Number: XXXXXX0322++

Mortgage Modification Document

43226797

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this February 16, 2011 between STEVEN J. POPOVICH

Document is NOT OFFICIAL!

This Document is the property of Lake County Recorder

Whose address is 3111 W 53RD AV , MERRILLVILLE, IN, 46410-0000 . ("Grantor") and FIFTH THIRD BANK ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 12-8-2008 and recorded in the Book or Liber N/A at page(s) N/A , or with instrument number 2008-085718 of the Public Records of LAKE County, which covers the real and personal property located at:

3111 W 53RD AVE MERRILLVILLE, IN 46410-0000

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):

AMOUNT \$ 21⁰⁰
CASH _____ CHARGE _____
CHECK # 0795236
OVERAGE 1⁰⁰
COPY _____
NON-COM _____
CLERK AS

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Ref 1

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 \$ 75,000.00

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION IS DATED February 16, 2011 .

Signed, sealed and delivered in the presence of: Steven J. Popovich (Seal)
STEVEN J. POPOVICH

Calyma Williamson
Witness Calyma Williamson (Seal)

Witness _____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

FIFTH THIRD BANK

Signed, sealed and delivered in the presence of: Calyma Williamson (Seal)
Authorized Signer - Title

Witness William Shurman Calyma Williamson PB.

Witness _____

STATE OF INDIANA
COUNTY OF LAKE

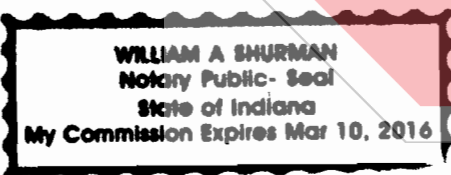
The foregoing instrument was acknowledged before me this February 16, 2011

of FIFTH THIRD BANK, AN OHIO BANKING CORPORATION

by Calyma Williamson PB.
William Shurman Notary
(Title)

and who is personally known to me.

(Seal)



William A. Shurman
Notary Public
William A. Shurman
Typed, Printed or Stamped Name

[Space Below This Line For Notary Acknowledgment]

STATE OF INDIANA, *Lake*

County ss: *Lake*

On this 16th DAY OF February, 2011, before me, the undersigned, a Notary Public in and for said County, personally appeared STEVEN J. POPOVICH

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

My Commission Expires:



William A. Shurman
Notary Public
County of Residence: *LAKE*

This instrument was prepared by

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



Jie Yao

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.

Jie Yao

MM11 11/07

14581790

EXHIBIT A

SITUATED IN THE COUNTY OF LAKE AND STATE OF INDIANA:

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT A POINT 133 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT AND RUNNING THENCE SOUTH 250 FEET, THENCE EAST 133 FEET, THENCE SOUTH 21 FEET, THENCE WEST 216 FEET, THENCE NORTH 271 FEET, THENCE EAST 83 FEET, TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA, TOGETHER WITH ALL IMPROVEMENTS, FIXTURE AND APPURTENANCES THEREUNTO BELONGING.

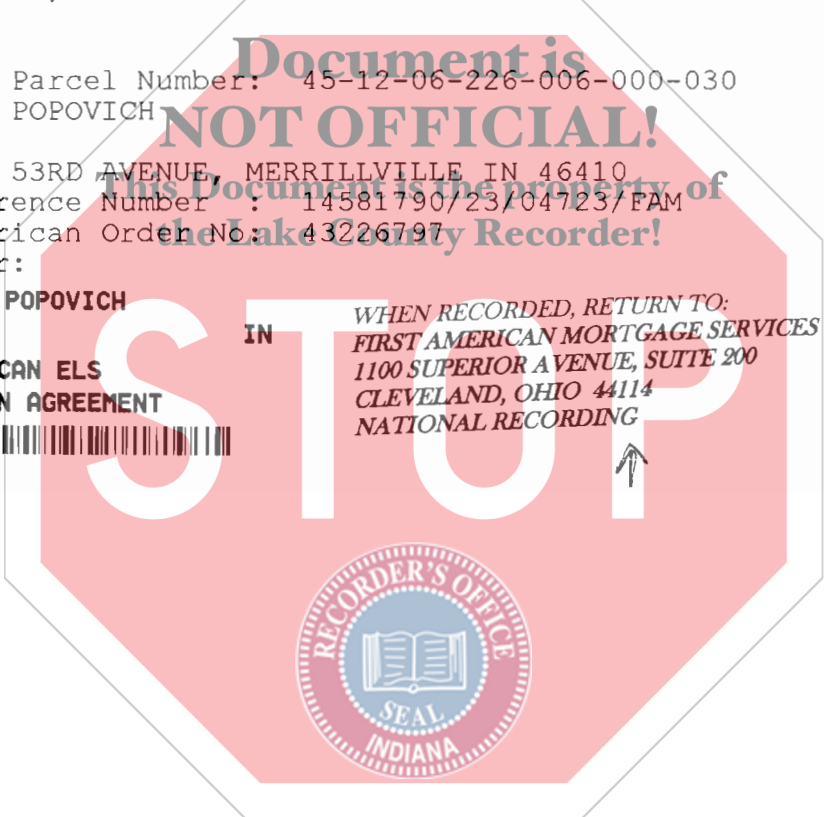
Permanent Parcel Number: 45-12-06-226-006-000-030
STEVEN J. POPOVICH

3111 WEST 53RD AVENUE, MERRILLVILLE IN 46410
Loan Reference Number : 14581790/23/04723/FAM
First American Order No: 43226797
Identifier:

 POPOVICH
43226797

FIRST AMERICAN ELS
MODIFICATION AGREEMENT





IN *WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING*