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STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2011 MAR 17 PM 2:39



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



Loan Number:

XXXXXXXXXX

**Mortgage Modification Document** 

43286878

THIS MORTGAGE MODIFICATION AGREEMENT ("MODIFICATION"), made this March 3, 2011 TERRY K GROOT AND FAYTHE A GROOT

between

Document is

Whose address is:14133 HUSEMAN ST, CEDAR LAKE, IN, 46303-0000.

("Grantor") and FIFTH THIRD BANK

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 4-2-2-3 and recorded in the Book or Liber

At page(s)

At or with instrument number 2003-0572-44 of the Public Records of LAKE

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

14133 HUSEMAN STREET CEDAR LAKE, IN 46303-0000

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 \$ 166,000.00

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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MMIN 11/07 0805717

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14714260

Signed, sealed and delivered in the presence of:	1. 4 1/1-1	(Seal)
Signed, sealed and delivered in the presence of:	TERRY K GROOT	(Seal)
Witness	Fache A Durit	(Seal)
	FAYTHE A GROOT	
Witness		(Seal)
		(Seal)
		. (,
		<b>(0</b> 1)
		(Seal)
		(Seal)
	FIFTH THIRD BANK	
Signed, sealed and delivered in the presence	1	
of:	Marile Mark	(Cool)
NOTOF	Authorized Signer - Title	(Seal)
Witness This Doorwood		ς,
1 ms Document	is the hipperxy of Spects	_
Witness the Lake Cou	inty Recorder!	
**Itilioso		
STATE OF INDIANA		
COUNTY OF LAKE		
The foregoing instrument was acknowledged before me this March 3, 2011 b	v Mary L. Meek . Title tons. S	Port
of FIFTH THIRD BANK, AN OHIO BANKING CORPORATION	(Title)	T. T.
	(Title)	
and who is personally known to me.	ERSO	
(Seal)	Notary Party	
COLEEN ADLEY Notary Public - Seat	MAINEN 1991AM	
State of Indiana	Typed, Printed or Stamped Name	
My Commission Expires May 14, 2016	Times of Statiped Name	

MMD2 (06/09)

STATE OF INDIA	NA, Lake	County ss: Lake	
personally appeared	ord DAY OF March, 2011, OT AND FAYTHE A GROOT	before me, the undersigned, a Notary Public in and for said C	County,
WITNESS my hat My Comission Expired This instrument FIFTH THIRD 1850 EAST PART I affirm, und	the Lal  2010  at was prepared by TRINH  -  BANK (WESTERN MICHIGAN  ARIS GRAND RAPIDS, MI 4954	Notary Public Collect And County of Residence:  Collect April Notary Public - Seal State of Indiana My Commission Expires May 14, 2016  I have taken reasonable care to redact each Social Security	Dieg

14714260

[Space Below This Line For Notary Acknowledgment]

## **EXHIBIT "A"**

## LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE STATE OF INDIANA, COUNTY OF LAKE, WITH A STREET LOCATION ADDRESS OF 14133 HUSEMAN ST; CEDAR LAKE, IN 46303-9316 CURRENTLY OWNED BY TERRY K GROOT AND FAYTHE A GROOT HAVING A TAX IDENTIFICATION NUMBER OF 45-15-34-211-026.000-014 AND FURTHER DESCRIBED AS NOBLE OAKS PARK 2ND ADD. LOTS 9 AND 10 BL.7 AND VAC. R-W ADJ. AND PT. OUT LOT A LY'G. BET. R-W AND LAKE.

