

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO 92045837

SHEARSON LEHMAN HUTTON MORTGAGE CO.  
4680 HALLMARK PARKWAY  
SAN BERNARDINO, CA 92407-1863  
DRAFTED BY: VICTORIA BENNETT

*Victoria Bennett*

SAN BERNARDINO COUNTY  
RECORDER  
JUL 15 11 53 AM '93  
LN #8603880

FILED FOR RECORDING  
LATE COUNTY

..... [Space Above This Line For Recording Data]

LOAN MODIFICATION AGREEMENT OF MORTGAGE

This Loan Modification Agreement ("Agreement"), made this 3rd day of March 1993, between JOHN E. BUCKLEY AND PATRICIA S. BUCKLEY, AND LYDIA M. BUCKLEY, AS JOINT TENANTS \*\* ("Borrower") and Shearson Lehman Hutton Mortgage Corporation ("Lender"), amends and supplements the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated OCTOBER 20, 1992 and recorded JANUARY 14, 1993 as file number 93003232 in the Records of the County Recorder in LAKE and defined therein as the ("Property"), located at 7860 RANDOLPH STREET, HOBART, INDIANA 46342 the real property described being set for as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE APART HEREOF.

\*\*WITH RIGHTS OF SURVIVORSHIP

Document is NOT OFFICIAL!

This Loan Modification Agreement is being recorded to ADD THE 1-4 FAMILY RIDER ASSIGNMENT OF RENTS.

The Borrower understands that the Loan Modification Agreement is TO ADD THE 1-4 FAMILY RIDER WHICH WAS LEFT OFF AT THE TIME OF RECORDING, and does not change any other terms and conditions of the original Note and Security Instrument.

Shearson Lehman Hutton Mortgage Corporation

*Lydia M. Buckley*  
LYDIA M. BUCKLEY

*John E. Buckley*  
JOHN E. BUCKLEY



By: *Cathy Jones*  
K.C. NEER, VICE-PRESIDENT  
CATHY JONES, ASST. VICE-PRESIDENT

*Patricia S. Buckley*  
PATRICIA S. BUCKLEY

..... [Space Below This Line For Acknowledgements]

State of: INDIANA  
County of: LAKE

State of: Colorado  
County of: Arapahoe

On this 3rd day of March 1993, before me, the undersigned, a Notary Public in and for said State, personally appeared:

Lydia M. Buckley

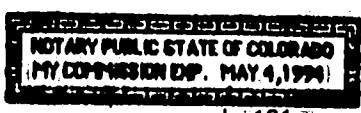
*John E. Buckley*  
*Patricia S. Buckley*

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument WITNESS my hand and official seal.

Signature *Mary E. Harris*

*Cathy Kellner*

(This area for official notarial seal) MY COMMISSION EXPIRES: November 4, 1994



177850-93-65

TICOR TITLE INSURANCE  
Grown Point, Indiana

# 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 20th day of OCTOBER, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to SHEARSON LEHMAN HUTTON MORTGAGE CORPORATION A DELAWARE CORPORATION

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7860 RANDOLPH STREET, HOBART, INDIANA 46342  
(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used; or intended to be used in connection with the Property, including; but not limited to; those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property".

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents; and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to; attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

John E. Buckley (Seal)  
JOHN E. BUCKLEY Borrower

Patricia S. Buckley (Seal)  
PATRICIA S. BUCKLEY Borrower

\_\_\_\_ (Seal)  
LYDIA M. BUCKLEY Borrower

Lydia M. Buckley (Seal)  
\_\_\_\_ Borrower



LEGAL DESCRIPTION

Part of the East 1/2 of the Northeast 1/4 of Section 20, Township 35 North, Range 7 West of the 2nd Principal Meridian in Lake County, Indiana, described as: Beginning at the point of intersection of the center line of County Road 330 with the East line of said Section 20, thence North 00 degrees 00 minutes 00 seconds East along the East line of said Section 20 a distance of 319.0 feet to a point 281.0 feet South of the Northeast corner thereof, thence North 89 degrees 21 minutes 24 seconds West, parallel to the North line of said Section 20 a distance of 149.10 feet, thence South 01 degree 46 minutes 33 seconds West 266.62 feet, more or less, to the center line of said County Road 330, thence South 71 degrees 00 minutes 00 seconds East, 166.42 feet, more or less, to the point of beginning.

**This Document is the property of  
the Lake County Recorder!**

END OF SCHEDULE A

**STOP**





STATE OF CALIFORNIA

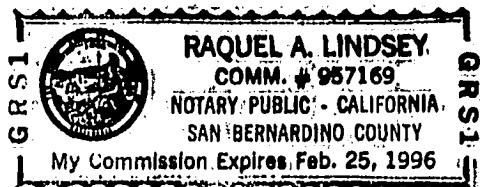
COUNTY OF San Bernardino } SS.

On July 20<sup>th</sup>, 1993, before me Raquel A. Lindsey  
personally appeared Cathy Jones

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s), whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Raquel A. Lindsey



(This area for official notarial seal)