9

96064568

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

96 SEP 30 AM 9: 47

MARISANETTE VILLETAND RECORDER

AFTER RECORDING, RETURN TO: BANK UNITED OF TEXAS FSB c/o MABRY & GIBSON, L.L.P. THREE RIVERWAY, SUITE 400 HOUSTON, TEXAS 77056 ATTN: ROBIN NICHOLS

[Space Above This Line For Recording Data]

Service Loan Number:

1878198

BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

TWO ORIGINAL BALLOON LOAN MODIFICATIONS MUST BE EXECUTED
BY THE BORROWER:

ONE ORIGINAL IS TO BE RECORDED WITH THE BALLOON NOTE AND ONE ORIGINAL IS TO BE FILED IN THE LAND RECORDS WHERE THE SECURITY ENSTRUMENT IS RECORDED

This Balloon Loan Modification ("Modification"), entered into effective as of the 13th day of 1996 between Teri Ann Dec ("Borrower") and Bank United of Texas FSB ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated July 22, 1991, securing the original principal sum of U.S. \$70,000.00, and recorded as Document No. 91037294, of the Real Property Records of Lake County, State of Indiana; and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument, (the "Note") which covers the real and personal Property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 537 Cherry Hill Road, Dyer, Indiana 46311, the real Property described being set forth as follows:

LOT 6 IN BLOCK 4 IN PHEASANT HILLS ADDITION, UNIT 1, TO THE TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 39 PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

2i 14 m To evidence the election by the Borrower of the Conditional Right to Refinance as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- 1. The Borrower is the owner of the Property.
- 2. As of August 1, 1996, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$66,295.60.
- 3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rate of 9.0%, beginning August 1, 1996. The Borrower promises to make monthly payments of principal and interest of U.S. \$556.35, beginning on the 1st day of September, 1996, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2021 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instruments, as amended by this Modification, the Borrower will pay these lamounts include Modified Maturity Dates.

The Borrower will make such payments at 3800 Buffalo Speedway, 4th Floor, Houston, Texas 77098 or at such other place as the Lender may require.

- 4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, Escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however all terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the matturity date of the Note.
- 5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note.]

LENDER:

BANK UNITED OF TEXAS FSB

W B Bountiel

Name: Nancy B. Barnhill

Title: Vice President

ann Dec STATE OF TEXAS **COUNTY OF HARRIS** This instrument was acknowledged before me on this the 17day of September 1996 by Nancy B. Barnhill as Vice President by Bank United of Texas FSB on behalf of said federal savings bank. Doc Notary Public, State of Texas ty of PAULA M. BATTEAU Notary Public, State of Texas the Lake County Recorder! My Commission Expires (printed name of Notary Public) NOVEMBER 2, 1996 11-02-96 Commission expires: STATE OF INDIANA COUNTY OF Plote On this the 3 day of Sept., 1996, before me, Mita J. Killingbeck, the undersigned, personally appeared Ten Dec. personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose names (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. Anita J. Killingbeck (printed name of Notary Public) 9/1 Commission expires:_____ Proporte By: Robin Nichts

BORROWER