

041006267005\*  
041006267005\*

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Option One Mortgage Corporation  
2020 East First Street, Suite 100  
Santa Ana, CA 92705  
ATTENTION: Quality Control

97073164

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
97 OCT 28 AM 11:25  
MORRIS W. CARTER  
RECORDER

Loan Number: 041006267  
CPI Number: 9220708

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# MODIFICATION AGREEMENT

Regarding Property Address: 453 MARSHALL STREET GARY, IN 46404  
Pin # (if applicable)

\* If required by the County Recorder, the Legal Description will be attached hereto and made a part hereof.

THIS AGREEMENT made on September 15, 1997, by and between OPTION ONE MORTGAGE CORPORATION, herein designated as the BENEFICIARY and ESTUS HARRIS AND BARBARA HARRIS, HUSBAND AND WIFE

herein designated as BORROWER(S).

WHEREAS, BENEFICIARY is the holder of a certain Promissory Note executed by Borrower(s) in the total amount of 22,650.00, dated December 01, 1995, which Note is secured by the Deed of Trust/Mortgage dated December 01, 1995, recorded in the Office of the County Recorder of Lake County, as Instrument Number 95077373 on December 19, 1995, of official Records as said County.

NOW THEREFORE, for value received, the parties hereto do modify the above referenced Mortgage

as follows: THIS MODIFICATION AGREEMENT IS BEING EXECUTED TO CORRECT THE FACT THAT

(1) The Legal Description is inaccurate on the Deed of Trust/Mortgage. The correct Legal Description is attached to the Modification Agreement. (2) The Occupancy Rider and the No Prepayment Penalty Option Rider are missing from the Deed of Trust/Mortgage. New Riders are attached to the Modification Agreement.

Nothing herein contained shall in any manner whatsoever alter, amend, modify, or change any other terms or conditions of the above referenced Mortgage

except as to the Modification described above, nor shall any of the rights of the BENEFICIARY thereunder be specifically prejudiced by reason of this modification; all rights of the beneficiary shall be and shall remain in full force and effect as though this Modification had been originally specified in the original Note and/or Deed of Trust/Mortgage.

Deceased May 14, 1996  
Borrower ESTUS HARRIS Date

Barbara J. Harris 10-7-97  
Borrower BARBARA HARRIS Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

OPTION ONE MORTGAGE CORPORATION

BY: \_\_\_\_\_

Signature Kim Denger

Assistant Vice President Shipping/QC

Print Name and Title

2/00  
#052045  
#054201  
050454

State of \_\_\_\_\_ }  
County of Lake } SS.

Title or Type of Document \_\_\_\_\_  
Number of Pages \_\_\_\_\_ Date of Documents \_\_\_\_\_  
Signer(s) Other than named below \_\_\_\_\_

On October 07, 1997 before me, Barbara J. Harris  
Notary Public, personally appeared Rebecca M. Cooks  
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.

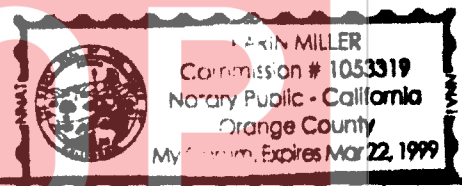
WITNESS my hand and official seal.  
Signature Rebecca M. Cooks (Seal)

State of CA }  
County of Orange } SS.

Title or Type of Document Modification  
Number of Pages \_\_\_\_\_ Date of Documents \_\_\_\_\_  
Signer(s) Other than named below None

On 11-18-97 before me, Karin Miller  
Notary Public, personally appeared Kim Neugebauer  
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 Karin Miller (Seal)



State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } SS.

Title or Type of Document \_\_\_\_\_  
Number of Pages \_\_\_\_\_ Date of Documents \_\_\_\_\_  
Signer(s) Other than named below \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
Notary Public, personally appeared \_\_\_\_\_  
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 \_\_\_\_\_ (Seal)

Lot 40 and the North 1/2 of Lot 41 in Block 10, in Re-Subdivision of Gary Land Company's Sixth Subdivision in the City of Gary, as per plat thereof, recorded in Plat Book 14, Page 21, in the Office of the Recorder of Lake County, Indiana.

X

\_\_\_\_\_

X BQH



# OCCUPANCY RIDER PRIMARY / SECONDARY HOME

THIS OCCUPANCY RIDER is made September 15, 1997, and is incorporated into and amends and supplements 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 (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 453 Marshall Street, Gary, IN 46404

(Property Address)

### OCCUPANCY AGREEMENTS

In addition to the covenants and agreements made in the Security Instrument, Borrower further covenants and agrees as follows:

1. Borrower acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrower's primary/secondary residence. Lender makes non-owner residence loans on different terms.
2. The Borrower desires Lender to make this loan to Borrower.
3. Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's primary/secondary residence and that Borrower will so occupy this property as its sole primary/secondary residence within sixty (60) days after the date of the Security Instrument.
4. If Borrower breaches this promise to occupy the property as Borrower's primary/secondary residence, then Lender may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument:
  - A. Declare all sums secured by the Security Instrument due and payable and foreclose the Security Instrument.
  - B. Decrease the term of the loan and adjust the monthly payments under the Note accordingly;
  - C. Increase the interest rate and adjust the monthly payments under the Note accordingly;
  - D. Require that the principal balance be reduced to a percentage of either the original purchase price or the appraised value then being offered on non-owner occupied loans.

### CONFLICTING PROVISIONS

Borrower agrees that if the provisions of this Rider conflict with the printed terms in the Security Instrument and/or the Note, then the provisions of this Rider will control.

### TERMINATION OF AGREEMENT

If the Security Instrument is assigned to another lender, this Rider may, at the option of the assignee, be terminated.

Init. \_\_\_\_\_ Init. \_\_\_\_\_ Init. \_\_\_\_\_ Init. \_\_\_\_\_ Init. \_\_\_\_\_ Init. \_\_\_\_\_

Loan Number:

Servicing Number:

Date:

IN WITNESS WHEREOF, Borrower has executed this Occupancy Rider.

ESTUS HARRIS

*Barbara J. Harris*  
BARBARA HARRIS

*Oct. 7, 1997*

State of Indiana, County of Lake } SS:  
On October 7, 1997 before me, the undersigned, a Notary Public  
in and for said State, personally appeared Barbara J. Harris

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.  
(Reserved for official seal)

Signature

*Lellita M. Cooks*

Lellita M. COOKS

Name (typed or printed)

My commission expires:

June 23, 2000



Loan Number: 041006267

Servicing Number: 922070-8

Date: 12/01/95

### NO PREPAYMENT PENALTY OPTION RIDER

For value received, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into that certain Mortgage, Deed of Trust or Security Deed of even date herewith (the "Security Instrument") executed by Borrower, as trustor/grantor, in favor of

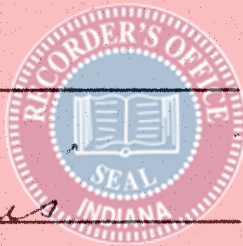
OPTION ONE MORTGAGE CORPORATION, A CALIFORNIA CORPORATION ("Lender"), as beneficiary/grantee, and also into that certain promissory note (the "Note") of even date herewith executed by Borrower in favor of Lender. To the extent that the provisions of this No Prepayment Penalty Option Rider (the "Rider") are inconsistent with the provision of the Security Instrument and/or the Note, the provisions of this Rider shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument and/or the Note.

Section 4 of the Note is amended to read in its entirety as follows:

**"4. BORROWER'S RIGHT TO PREPAY**  
 I have the right to make payments of principal at any time before they are due together with accrued interest. When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of or in the amounts of my monthly payments unless the Note Holder agrees in writing to those changes."

Borrower ESTUS HARRIS

*Barbara J. Harris*  
 Borrower BARBARA HARRIS



Borrower

Borrower