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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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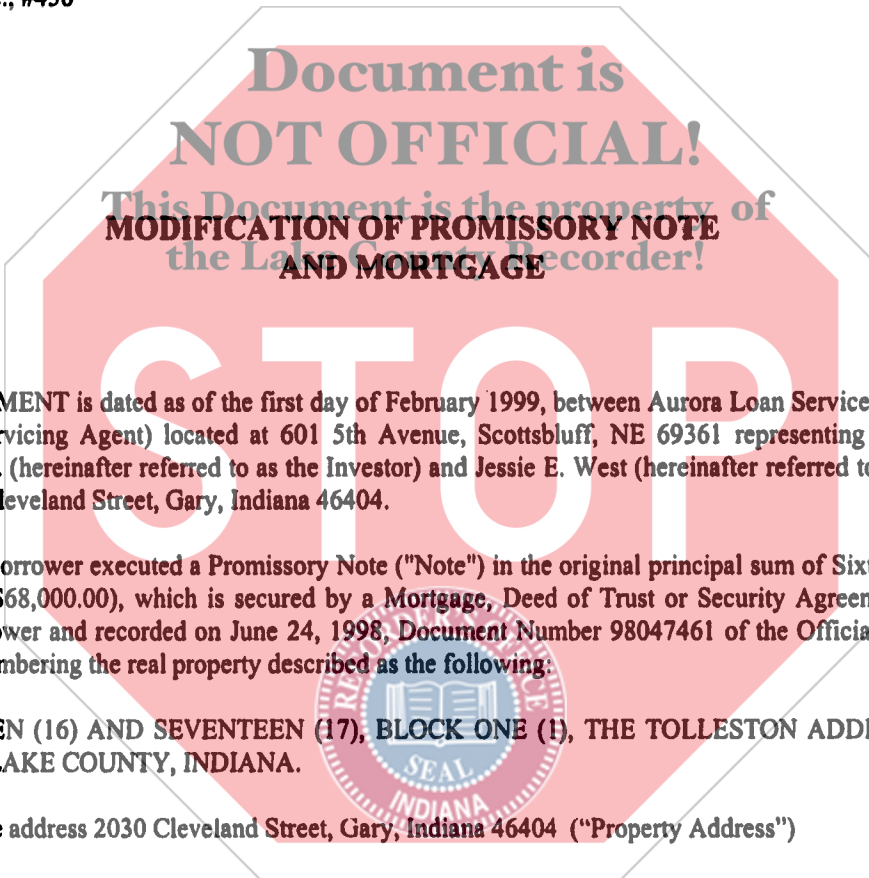
MORRIS W. CARTER  
RECORDER

Recording Requested By and  
When Recorded Mail To:

Aurora Loan Services Inc.  
Modification Department  
10375 E. Harvard Ave., #450  
Denver, CO 80231



Loan #8746299



Document is  
**NOT OFFICIAL!**  
This Document is the property of  
**MODIFICATION OF PROMISSORY NOTE  
AND MORTGAGE**  
the Lake County Recorder!

**THIS AGREEMENT** is dated as of the first day of February 1999, between Aurora Loan Services Inc., (hereinafter referred to as the Servicing Agent) located at 601 5th Avenue, Scottsbluff, NE 69361 representing and on behalf of Lehman Brothers, Inc. (hereinafter referred to as the Investor) and Jessie E. West (hereinafter referred to as the Borrower) who resides at 2030 Cleveland Street, Gary, Indiana 46404.

**WHEREAS**, Borrower executed a Promissory Note ("Note") in the original principal sum of Sixty Eight Thousand and 00/100 Dollars (\$68,000.00), which is secured by a Mortgage, Deed of Trust or Security Agreement ("Mortgage") executed by the Borrower and recorded on June 24, 1998, Document Number 98047461 of the Official Records in Lake County, Indiana, encumbering the real property described as the following:

**LOT SIXTEEN (16) AND SEVENTEEN (17), BLOCK ONE (1), THE TOLLESTON ADDITION TO EAST CHICAGO, LAKE COUNTY, INDIANA.**

Which has the address 2030 Cleveland Street, Gary, Indiana 46404 ("Property Address")

**WHEREAS**, it being mutually desirable, beneficial and agreeable to the parties hereto that the terms of said Note and Mortgage be modified as hereinafter set out:

**NOW, THEREFORE**, in consideration of the mutual benefits incurring to each other and other good and valuable consideration given to each other, it is understood and agreed by and between the parties hereto as follows:

1400  
SW  
#016983, #105668

1. Note. The terms and conditions of the Note are hereby modified as follows:

**Interest Rate and Payments:**

All references to Interest Rate and Monthly Payment Changes are hereby deleted and are replaced with the following:

After receipt of the monthly payment due February 1, 1999, the unpaid principal balance of the Note will be Sixty Seven Thousand Seven Hundred Forty and 81/100 Dollars (\$67,740.81) which shall bear interest at the rate of Nine and One Half Percent (9.500%) per annum beginning on the first day of February 1999, with principal and interest payable in consecutive monthly installments of Five Hundred Seventy One and 62/100 (\$571.62) per month beginning on the first day of March 1999, and continuing on that day each month thereafter, provided that if not sooner paid the entire principal balance and accrued and unpaid interest thereon shall be due and payable in full on July 1, 2028, subject to the terms of the original note (the "Due Date".)

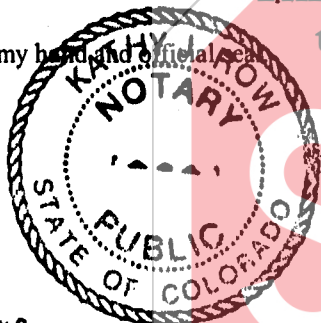
2. Mortgage. All references to the Note in the Mortgage and any Riders to the Mortgage are hereby modified to reflect the terms of the Note as modified by this Agreement.
3. Ratification. All terms, conditions and covenants of the Note and Mortgage, not otherwise modified hereby, are hereby ratified and confirmed, and this Agreement shall become a part of the Note and Mortgage, and shall have the same force and effect as if the terms and conditions hereof were originally incorporated in the Note and Mortgage and the Mortgage shall continue as a valid first lien upon the Property.
4. Fees and Expenses. The undersigned Borrower agrees to pay a Modification Fee as outlined in the Federal Truth-In-Lending Disclosure Statement to cover costs and expenses incurred by Lender in connection with this Agreement.
5. Waiver. The execution of this Agreement by Lender does not, and shall not, constitute waiver of any rights or remedies to which Lender is entitled pursuant to the Note or Mortgage, nor shall the same constitute waiver of any default which may hereafter occur with respect to the Note or Mortgage. Further, Borrower agrees that Lender has fully performed its obligations pursuant to the Note and Mortgage through the date hereof and Borrower hereby waives and releases any and all claims whatsoever that they may have against Lender with respect to the Loan through the date hereof.

Aurora Loan Services Inc.  
BY: Shawn W. Watts 2/23/99  
SHAWN W. WATTS, VICE PRESIDENT

State of Colorado, County of Denver SS:

On the 23 of FEBRUARY, 1999, before me, KATHY J. ROW, a Notary Public in and for said County and State, personally appeared SHAWN W. WATTS, A VICE PRESIDENT of Aurora Loan Services Inc., which executed the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal



Signature Kathy J. Row  
Notary Public KATHY J. ROW  
Date Commission Expires: NOVEMBER 4, 2002

My Commission Expires Nov. 4, 2002

X Jessie E. West 1/20/99  
Jessie E. West, Borrower Date

State of Illinois County of Cook SS:

On Jan 20, 1999, before me, Ruby G. McGhee, a Notary Public in and for said County and State, personally appeared Jessie E. West, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature Ruby G. McGhee  
Notary Public Ruby G. McGhee  
Date Commission Expires: 04/27/02

