

Return Recorded Document To:

HomeSide Lending Inc
P.O. Box 33315
San Antonio TX. 78265
Loan # 10442753

99064652

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER
RECORDER

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**LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)**

This Loan Modification Agreement ("Agreement"), made this 1st day of November 1998, between David A. Burrell and Randi L. Burrell ("Borrower") and HomeSide Lending, Inc. ("Lender") amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated December 6, 1988 and recorded December 9, 1988 as Document No. 011681, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 538 Ridgelawn Crown Point, IN 46307 the real property described being set forth as follows:

Lot 7 Maplevew Third Addition, in the City of Crown Point, as per plat thereof, recorded in Plat Book 29 page 52, in the Office of the Recorder of Lake County, Indiana.

TAX ID# 230902290007

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of November 1, 1998, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$16521.62, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. 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 the yearly rate of 9.50%, from November 1, 1998. The Borrower promises to make monthly payments of principal and interest of U.S. \$315.14 beginning on the 1st day of December 1998, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2004 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. Box 47524, San Antonio, TX 78265 or at such other place as the Lender may require.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of 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, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

OR NET
3480 W. Market St.
Suite 105
Fairlawn, CH 44333

12.00
E.P.
83313399

25 x 11

5. Nothing in this Agreement 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 Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by the Agreement.

By: David A. Burrell
David A. Burrell - Borrower

By: Randi L. Burrell
Randi L. Burrell - Borrower

By: Joel Gendron
Joel Gendron - Vice President-Lender

(Space Below This Line for Acknowledgments)

STATE OF TEXAS
COUNTY OF BEXAR

On February 22, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared Joel Gendron - Vice President, of HomeSide Lending, Inc., personally known to me (or proved to me on the basis of satisfactory evidence), whose name is subscribed to be within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/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

Val M. Ortiz
Val M. Ortiz
My commission Expires October 30, 2002



** NOTARY FOR BORROWER **

STATE OF Indiana

COUNTY OF Lake

On Feb. 9, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared David A. Burrell and Randi L. Burrell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to be 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.

Cynthia C. Agans
My commission Expires: 5/04-2008

CYNTHIA C. AGANS
Notary Public, State of Indiana
County of Lake
My Commission Expires 05/04/2008