

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

99068871

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MORRIS W. CARTER  
RECORDER

AFTER RECORDING RETURN TO:  
First American Loss Mitigation Services, Inc.

10 Commerce Court  
New Orleans, LA 70123

This instrument was prepared by  
Ruth Ruhl, 709 W. Rusk,  
Rockwall, TX 75087

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Loan No.: 4085562

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# 181444

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

This Loan Modification Agreement ("Agreement"), effective this 1st day of July  
1999, between Christopher J. Garcia and Darla K. Garcia, husband and wife

("Borrower")

and Principal Residential Mortgage, Inc.

("Lender"), amends and supplements (1) the Mortgage, Deed  
of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 29, 1995  
and recorded in Instrument Number 95039475, of the

Official  
[Name of Records]

Records of Lake, Indiana  
[County and State, or other Jurisdiction]

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  
741 North Arbogast, Griffith, IN 46319

[Property Address]

the real property described being set forth as follows:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART

HEREOF

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LOAN MODIFICATION AGREEMENT Page 1 of 3  
(FNMA Modified Form 3179 2/88)



3179MU 03/99

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6174050055

Loan No. : 4085562

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 July 1, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 78,223.25, 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 8.500 %, from July 1, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 632.35, beginning on the 1st day of August, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on March 1, 2024 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 711 High Street, Des Moines, IA 50392-0780 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 in

(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 partly 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.

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LOAN MODIFICATION AGREEMENT Page 2 of 3  
(FNMA Modified Form 3179 2/88)



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Loan No.: 4085562

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 this Agreement.

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\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)  
Principal Residential Mortgage, Inc. Lender Christopher J. Garcia -Borrower

By: \_\_\_\_\_ (Seal)  
E. A. Hummel, Vice Pres. & Sec. Darla K. Garcia -Borrower  
Default Adm. Darla K. Garcia

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower



[See Attached Acknowledgments]



Loan No. : 4085562

Garcia

EXHIBIT "A" - LEGAL DESCRIPTION - PAGE 1 of 1  
LOT 23, PATTERSON'S FIRST ADDITION TO THE TOWN OF GRIFFITH, AS SHOWN IN  
PLAT THEREOF, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,  
INDIANA.

PERMANENT PARCEL NUMBER: 15-26-0227-0023



**INDIVIDUAL ACKNOWLEDGMENT**

Loan No.: 4085562

State of Indiana

County of Lake

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This instrument was acknowledged before me on  
by Christopher J. Garcia and Darla K. Garcia

**STOP**

*Nicole L. Piszczek*  
\_\_\_\_\_  
Notary Public



Individual Acknowledgment (Multistate)  
THE COMPLIANCE SOURCE, INC.  
To Order Call: (972) 980-2178 • Fax (972) 392-2891  
www.compliancesource.com



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**CORPORATE ACKNOWLEDGMENT**

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the Lake County Recorder!**

State of Iowa

County of Polk

The foregoing instrument was acknowledged before me on July 23, 1999 [date],  
by E. A. Hummel, Vice Pres. & Sec. Default Adm.  
[name of officer or agent, title of officer or agent] of Principal Residential Mortgage, Inc.  
[name of corporation acknowledging],  
an Iowa corporation [state or place of incorporation], on behalf of the corporation.

*Susan Goodrich*

(Seal)

Notary Public, State of Iowa

My Commission Expires:



This instrument was prepared by RUTH RUHL, P.C., 709 W. Rusk, Rockwall, TX 75087.

Corporate Acknowledgment (Multistate)

THE COMPLIANCE SOURCE, INC.

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