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RECORDING REQUESTED BY AND PREPARED BY:  
GMAC MORTGAGE  
WHEN RECORDED MAIL TO: 99081367.

SPECIALIZED SERVICING/BCF  
GMAC MORTGAGE LOAN CENTER  
PO BOX 85071  
SAN DIEGO, CA 92186

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

99 OCT -4 AM 10:18

MORRIS W. CARTER  
RECORDER

Loan Number 306139816  
Investor Loan Number 1658955648

**BALLOON LOAN MODIFICATION**  
(Pursuant to the Terms of the Balloon  
Note Addendum and Balloon Rider)

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS:  
ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE  
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), made this July 23, 1999, between LOYAL C APPLEMAN and SANDRA K APPLEMAN ("Borrower") and GMAC Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated June 25, 1992, securing the original principal sum of U.S. \$108,000.00, and recorded on July 7, 1992, as Instrument No. 92043486, of the Official Records of LAKE County; 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 2614 CASTLEWOOD DR, DYER, IN 46311-2018, the real property being set forth as described in the original Security Instrument.

To evidence the election by the Borrower of the [Conditional Right to Refinance] [Conditional Modification and Extension of Loan Terms] 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 contrary contained in the Note or Security Instrument):

1. The Borrower is the owner of the Property.
2. As of July 1, 1999, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$99,490.78.

29019

HOLD FOR FIRST AMERICAN TITLE

15.00  
E.P.  
FA

**Balloon Loan Modification**  
**Page 2**

**Loan Number 306139816**

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 **7.625%**, beginning July 1, 1999. The Borrower promises to make monthly payments of principal and interest of **U.S. \$765.43**, beginning on **August 1, 1999**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **July 1, 2022** (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

The Borrower will make such payments at **DEPT 8634, GMAC MORTGAGE LOAN PROCESSING, LOS ANGELES, CA 90084-8634** or at such other place as the Lender may require.

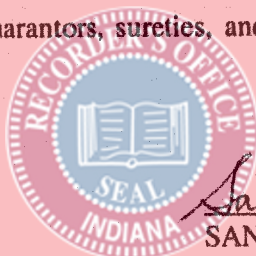
4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever cancelled, null and void, as of the maturity 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.]


**BORROWER**

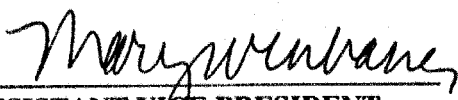
  
\_\_\_\_\_  
**LOYAL C APPLEMAN**



  
\_\_\_\_\_  
**SANDRA K APPLEMAN**

**GMAC Mortgage Corporation**

  
\_\_\_\_\_  
**VICE PRESIDENT**

  
\_\_\_\_\_  
**ASSISTANT VICE PRESIDENT**

State of Indiana

County of Lake

On 7/30/99 before me, Donna Nujin-Bennett  
DATE NAME, TITLE OF OFFICER (E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Loyal C. Appelman and Sandra K. Appleman  
NAME(S) OF SIGNER(S)

(X) 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.

Donna Nujin-Bennett  
SIGNATURE OF NOTARY

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

- ( ) INDIVIDUAL
- ( ) CORPORATE OFFICER

TITLE(S)

- ( ) PARTNER(S) ( ) LIMITED
- ( ) GENERAL

- ( ) ATTORNEY-IN-FACT
- ( ) TRUSTEE(S)
- ( ) GUARDIAN/CONSERVATOR
- ( ) OTHER: \_\_\_\_\_

**DESCRIPTION OF ATTACHED DOCUMENT**

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

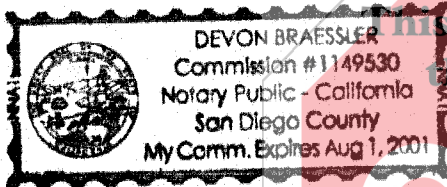
State of California

County of San Diego

On August 17, 1999 before me, Devon Braessler, Notary Public,  
DATE NAME, TITLE OF OFFICER-E.G., "JANE DOE, NOTARY PUBLIC"

Personally appeared Kathy R. Fox and Mary Winbauer,  
NAME(S) OF SIGNER(S)

(X) 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.

Devon Braessler  
SIGNATURE OF NOTARY

OPTIONAL

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- (X) CORPORATE OFFICER

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TITLE OR TYPE OF DOCUMENT

V. P. & A. V. P.  
TITLE(S)

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- ( ) ATTORNEY-IN-FACT
- ( ) TRUSTEE(S)
- ( ) GUARDIAN/CONSERVATOR
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GMAC Mortgage Corporation

SIGNER(S) OTHER THAN NAMED ABOVE

