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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDER
STATE OF INDIANA
LAKE COUNTY
99 OCT 19 2:35 PM '99

MORRIS W. CARTER
RECORDER

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**ADJUSTABLE RATE MORTGAGE
MODIFICATION**

LOAN NO. 9387159

(FOR RECORDER'S USE)

MODIFICATION AGREEMENT, made JULY 1, 1999, between NATIONAL CITY MORTGAGE SERVICES CO. (the "Mortgagee") of ONE NATIONAL CITY PARKWAY, KALAMAZOO, MI 49009, and SEAN DUFFY AND COLLEEN DUFFY, HUSBAND AND WIFE (the "Mortgagor") of 7017 DOVE DRIVE, SCHERERVILLE, IN 46375.

RECITALS:

A. The Mortgagee is the holder of a certain note made and delivered to the Mortgagee by the Mortgagor and dated MAY 11, 1999, in the amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) Dollars (the "Note"); and

B. The Note is secured by a certain real estate mortgage of even date with the Note and recorded 5-14-99 as Instrument Number 99041400, (or in Mortgage Record XXXXXXX), in the office of the Recorder for LAKE County, Indiana (the "Mortgage"), on the real property described on Exhibit "A" attached hereto (the "Mortgage Premises"); and

C. The Mortgagor and Mortgagee wish to modify the Note or the Mortgage, or both, without the necessity of rewriting the Note and the Mortgage.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the Mortgagor and Mortgagee agree as follows:

1. The Mortgagor and Mortgagee acknowledge, that as of the date hereof, there is owing upon the Note, the principal sum of SEVENTY THOUSAND AND NO/100, (\$70,000.00) DOLLARS with interest thereon from MAY 1, 1999.

As designated by the initials of the Mortgagor and by an "X" in the box adjacent, it is agreed that, certain provisions of the Note or the Mortgage, or both, shall be, and the same are, hereby modified and amended as so indicated:

MODIFICATION DATE

As of , 19 , and upon receipt of the payment due that day, certain provisions of the Note or the Mortgage, or both, shall be and the same are modified and amended as so indicated:

CD [Signature]

As of the date hereof, certain provisions of the Note or the Mortgage or both, shall be and the same are, hereby modified and amended as so indicated:

MODIFICATION OF NOTE

AMOUNT OF NOTE. The principal balance of the Note is increased by adding thereto the sum of DOLLARS (\$) making the new principal balance DOLLARS (\$).

INTEREST RATE. Effective , 19 , the interest rate of percent (%) per annum is modified to (%) per annum. Interest shall never exceed the maximum rate permitted by law to be charged to the Mortgagor by the Mortgagee. This interest rate is subject to change as described in Section 4 of the Adjustable Rate Rider.

(14.00)
11/11
2454

SA x MONTHLY INSTALLMENT. The monthly installments of NINE HUNDRED EIGHTY FIVE AND 40/100 (\$985.40) DOLLARS is modified to FOUR HUNDRED FIFTY NINE AND 85/100 (\$459.85) DOLLARS principal and interest. The monthly installment is subject to change as described in Section 4 of the Adjustable Rate Rider.

MATURITY DATE. The date upon which the entire indebtedness evidenced by the Note and Mortgage, if not sooner paid, shall be due and payable is the day of , 19 .

SA x DATE OF PAYMENT. The due date of the monthly payment is changed to AUGUST 1, 1999, and on the same day of each month thereafter.

LATE PAYMENT CHARGE. A late payment charge may be made in the amount of percent (%) of any payment fifteen (15) days past due.

SA x TERMS AND CONDITIONS. The terms and conditions of the Note are modified to include the terms and conditions as set forth in the Adjustable Rate Rider dated MAY 11, 1999, by and between the borrower and the lender. If any of the terms and conditions of the Note conflict with the terms and conditions of the Adjustable Rate Rider, the terms and conditions of the Adjustable Rate Rider shall govern.

MODIFICATION OF MORTGAGE

AMOUNT SECURED. The principal amount secured by the Mortgage is modified to the sum of (\$) DOLLARS, plus interest as set forth in the Note.

MODIFICATION - OTHER

- The Note or Mortgage, or both, are further modified as follows:
- THE MATURITY DATE ON THE NOTE AND MORTGAGE IS MODIFIED TO JULY 1, 2029.
 - THE PROPERTY ADDRESS ON THE NOTE AND MORTGAGE IS MODIFIED TO 7017 DOVE DRIVE, #6, SCHERERVILLE, IN 46375.
 - THE PRINCIPAL BALANCE ON THE NOTE AND MORTGAGE IS MODIFIED TO SEVENTY THOUSAND AND NO/100 (\$70,000.00) DOLLARS.

3. The parties agree that the Note and the Mortgage, including such changes, modifications, and amendments as are herein contained, are in full force and effect with respect to each and every term and provision thereof and nothing herein contained shall in any manner affect the lien of the Mortgage on the Premises. Nothing contained herein shall in any way impair the Note or the Mortgage or the security now held for the indebtedness thereunder, or alter, waive, annul, vary, or effect any provision, term, condition or covenant therein, except as herein provided, nor affect or impair any rights, powers, privileges, duties or remedies under the Note and the Mortgage, it being the intent of the parties that the terms and provisions thereof shall continue in full force and effect, except as specifically modified hereby.

4. This Agreement shall be binding upon the heirs, successors and assigns with respect to parties hereto. Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In witness whereof, this Agreement was executed on July 15, 1999

MORTGAGOR

Sean Duffy
SEAN DUFFY

Colleen Duffy
COLLEEN DUFFY

State of INDIANA)

County of Lake)

On this 15th day of July, 1999, this agreement was acknowledged before me by SEAN DUFFY AND COLLEEN DUFFY.

Julie M. Mitchell
Notary Public

Lake County,

My commission expires: 11-06-01

MORTGAGEE:

National City Mortgage Services Co.

By: Jane E Hopkins
JANE E. HOPKINS

Its: MORTGAGE SERVICING OFFICER

State of MICHIGAN)

County of KALAMAZOO)

On this July 6, 1999, before a Notary Public in and for said County, personally appeared JANE E. HOPKINS, the MORTGAGE SERVICING OFFICER of NATIONAL CITY MORTGAGE SERVICES CO., and acknowledged the foregoing agreement on behalf of NATIONAL CITY MORTGAGE SERVICES CO.

Vivian Britten

Notary Public

KALAMAZOO County, MI

My commission expires: 08/15/01

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

THIS INSTRUMENT DRAFTED BY AND RETURN TO:
NATIONAL CITY MORTGAGE SERVICES CO.
K-A12-2Z VIVIAN BRITTEN
One National City Parkway
Kalamazoo MI 49009

VIVIAN BRITTEN
NOTARY PUBLIC - KALAMAZOO COUNTY, MI
MY COMMISSION EXP 08/15/2001

STOP
EXHIBIT A
TO
MODIFICATION AGREEMENT

Description of Real Estate

LOT 393 IN FOXWOOD ESTATES UNIT 6, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 75 PAGE 6, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Tax Identification Number: 13-580-42

