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FIXED RATE LOAN MODIFICATION AGREEMENT

RECORDING REQUESTED BY OFFICIAL!

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FIRST AMERICAN TITLE - LENDERS ADVANTAGE

3 FIRST AMERICAN WAY SANTA ANA, CA 92707

TITLE#: 242313

LOAN #: 4564886





LENDERS ADVANTAGE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION (ADDITIONAL RECORDING FEE APPLIES)

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When Recorded Mail To: First American Title Insurance 3 First American Way Santa Ana, CA 92703 Attn: Cristina Semler

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Freddie Mac Loan Number: 597232180

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Servicer Loan Number: 4564886

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 20th day of December, 1999, between Warren A Peterson and Valerie K Peterson ("Borrower") and Fleet Mortgage Corp. fka Fleet Real Estate Funding Corp. whose address is 2210 Enterprise Drive, Florence, SC 29501, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 8, 1993, securing the original principal sum of U.S. \$48,500.00, and recorded on January 19, 1993 in Book/Liber or as Instrument 93004008, at page(s) of the Official Records of Lake County, IN; 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 847 Lincoln Street, Hobart, IN 46342, the real property described being set forth as follows:

"SEE SCHEDULE A"

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 and occupant of the Property.
- 2. As of <u>February 1</u>, <u>2000</u>, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$44,756.54.
- 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 8.625%, beginning February 1, 2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 374.55, beginning on March 1, 2000,

MULTISTATE BALLOON LOAN MODIFICATION-Single Family-Freddie Mac UNIFORM INSTRUMENT Form 3293 (10/90) 1 OF 3

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and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.

If on February 1, 2023 (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 <u>2210 Enterprise Drive</u>, Florence, SC <u>29501</u> 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 canceled, 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.] NOTE: BLACK INK ONLY (Seal) (Seal) --Borrower (Seal) --Borrower BORROWERS NOTARIZATION COUNTY OF Zake , (Notary Public) personally appeared before me Valerie K. Peterson 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. Notary Public My Commission Expires:

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Servicer Loan Number: 4564886

LENDERS NOTARIZATION

Frank D Marino-Assistant Secretary

Fleet Mortgage Corp. fka Fleet Real Estate Funding Corp.



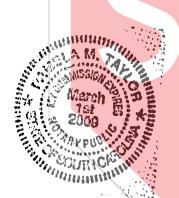
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STATE OF SOUTH CAROLINA).

COUNTY OF

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On January 18, 2000, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Frank D Marino as Assistant Secretary of Fleet Mortgage Corp. fka Fleet Real Estate Funding Corp. and he/she acknowledged that the foregoing instrument was executed for the purposes therein expressed.



Panela M. Jaylov Notary Public My Commission Expires: 03-01-09



MULTISTATE BALLOON LOAN MODIFICATION-Single Family-Freddie Mac UNIFORM INSTRUMENT Form 3293 (10/90) 3 of 3

Schedule "A"

Lot 5 and the South 4 Feet of Lot 4, Frank's Addition, City of Hobart, as shown in Plat Book 8, Page 31, Lake County, Indiana.

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STOP



Certificate of Preparation

I hereby certify that the within instrument was prepared by me in representation of one of the parties in the within instrument.

