

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 FEB 24 AM 8:48

MORRIS W. CARTER  
RECORDER

Prepared by:  
BANK OF AMERICA MORTGAGE  
2810 N. Parham Road  
Richmond, VA 23294  
ATTN: Lisa Armes/Loss Mit #VA2-200-03-19  
FHA #151-5128437 B of A#0010523171

2000 012429

US Recordings, Inc. (Space Above This Line For Recording Date)  
222 E Little Canada Rd Ste 125  
St. Paul, Mn 55117

### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate/Capitalization)

4825164

This Loan Modification Agreement ("Agreement"), made this 19<sup>th</sup> day of November 1999, between Wilton E. Sandifer Sr. ("Borrower") and BANK OF AMERICA ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated January 16, 1997 and recorded in Book or Liber 97006506, of the SAID Records of LAKE County, Indiana 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

6409 Garfield, Merrillville, Indiana 46410

the real property described being set forth as follows:

LOT 44 IN BROOKWOOD, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED MARCH 18, 1947 IN PLAT BOOK 27, PAGE 42, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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):

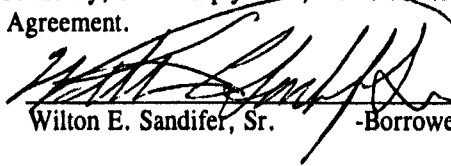
1. As of December 1, 1999, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$98,289.64, consisting of the amount(s) loaned to the Borrower by the Lender and any unpaid interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.50%, from November 1, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$687.26, beginning on the 1ST day of December 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on November 1, 2029 (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 Bank of America, 2810 N. Parham Road, Richmond, Va 23294 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 the 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.

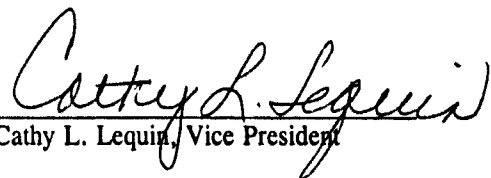
12.00 E.P

00921200 00001518

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.

BANK OF AMERICA, Lender (Seal)

 (Seal)  
Wilton E. Sandifer, Sr. -Borrower

  
Cathy L. Lequin, Vice President

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

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

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

(Attached Sheet Is For Acknowledgments)

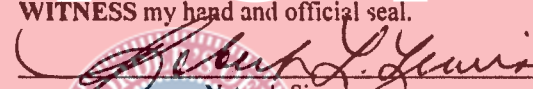
**CERTIFICATE OF ACKNOWLEDGMENT**


**Document is NOT OFFICIAL!**

This Document is the property of the Lake County Recorder

State of Indiana ) On 11/2/99 before me, Robert L. Lewis  
(date) (Notary)  
County of Lake ) personally appeared Wilton E. Sandifer Sr.

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.

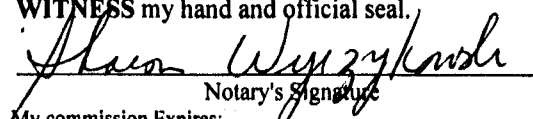
  
Notary's Signature  
My commission Expires: August 28, 2006

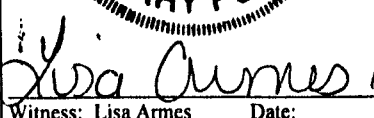
  
Witness: \_\_\_\_\_ Date: 11/2/99

**CERTIFICATE OF ACKNOWLEDGMENT**

State of Virginia ) On 11/8/99 before me, Sharon Wyrzykowski  
(date) (Notary)  
County of Henrico ) personally appeared Cathy L. Lequin, Vice President

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.

  
Notary's Signature  
My commission Expires: November 30, 2002

  
Witness: Lisa Armes Date: 11/5/99