RECORDING REQUESTED BY AND PREPARED BY: **GMAC MORTGAGE**

WHEN RECORDED MAIL TO:

LandAmerica OneStop 101 Gateway Centre Pkwy. Richmond, Va. 23235 Moses L. Joyner (800) 704-7047 Ext. 6512

Loan Number 306137113 **Investor Loan Number** 1659312418

BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

THIS MODIFICATIONAS 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 January 10, 2000, between RICHARD J ROSINKO and DENISE J ROSINKO ("Borrower") and GMAC Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated December 17, 1992, securing the original principal sum of U.S. \$125,600.00, and recorded on December 28, 1992, as Instrument No. 92082422, 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 1410 CANTERBURY CT, DYER, IN 46311-2046, the real property being set forth as described in the original Security Instrument.

Lot 18 in Castlewood, Unit 3B, to the Town of Dyer, as per plat thereof, recorded in Plat Book 65 Page 23, in the office of the recorder of Lake County, Indiana.

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 January 1, 2000, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$114,733.04.

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Loan Number 306137113

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 8.375%, beginning January 1, 2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$938.37, beginning on February 1, 2000, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 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 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

RICHARD J ROSINKO

DENISE J ROSINKO

GMAC Mortgage Corporation

VICE PRESIDENT

ASSISTANT WCF PRESIDENT

State of INDIANA
County of Lake
On 2-4-00 before me, Kuren KIRK. NAME, TITLE OF OFFICER E.G., "JANE DOE, NOTARY PUBLIC"
personally appeared KICHARD J. & Denise J ROSI, NKO 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.
the Lawreness my hand and official scale?!
SIGNATURE OF NOTARY KAREN KIRK NOTARY PUBLIC, Lake County, Indiana My Commission Expires May 11, 2007 Resident Of Lake County, Indiana
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 DESCRIPTION OF ATTACHED DOCUMENT
() INDIVIDUAL () CORPORATE OFFICER TITLE OR TYPE OF DOCUMENT
() PARTNER(S) () LIMITED
() GENERAL () ATTORNEY-IN-FACT () TRUSTEE(S) () GUARDIAN/CONSERVATOR
() OTHER: DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(3) OR ENTITY(IES)
SIGNER(S) OTHER THAN NAMED ABOVE

S:\SPECSERV\NOTARY.REV

1993 NATIONAL NOTARY ASSOCIATION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego
On February 4, 2000 before me, Terri L. Vosteen, Notary Public DATE NAME, TITLE OF OFFICER-E.G., "JANE DOE, NOTARY PUBLIC"
Personally appeared Kathy 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. Is the property of Commission # 1229801 Notary Public - California San Diego County My Comm. Express Aug 20, 2003 OPTIONAL 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 (X) CORPORATE OFFICER (X) CORPORATE OF DOCUMENT (X) CORPORATE OF DOCUMENT
V. P. & A.V.P. TITLE(S)
() PARTNER(S) () LIMITED () GENERAL () ATTORNEY-IN-FACT () TRUSTEE(S) () GUARDIAN/CONSERVATOR () OTHER:
DATE OF DOCUMENT
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)
GMAC Mortgage Corporation SIGNER(S) OTHER THAN NAMED ABOVE