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*Prepared By:*

~~AFTER RECORDING RETURN TO:~~

Old Republic National Title Insurance Company  
3480 West Market Street, Suite 105  
Fairlawn, OH 44333  
ATTN: Settlement Services

This instrument was prepared by  
Ruth Ruhl, 709 W. Rusk,  
Rockwall, TX 75087

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4970132

Loan No.: 8604638

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**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of August, 1999, between Dane E. DeMarco

("Borrower")

and National City Mortgage Co.

("Lender"), amends and supplements (1) the Mortgage, Deed

of Trust or Deed to Secure Debt (the "Security Instrument"), dated December 14, 1995

and recorded in Instrument Number N-95078237, of the

Official Records of Lake, Indiana

[Name of Records] [County and State, or other Jurisdiction]

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

503 77th Avenue, Dyer, IN 46311

[Property Address]

the real property described being set forth as follows:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART

HEREOF

INITIALS *mm* INITIALS \_\_\_\_\_ INITIALS \_\_\_\_\_ INITIALS \_\_\_\_\_

LOAN MODIFICATION AGREEMENT

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3179MU 03/99

(FNMA Modified Form 3179 2/88)

*CH 00932185*  
*20/85*

25X

Loan No.: 8604638

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 August 1, 1999, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 136,506.56, consisting of the amount(s) loaned to the Borrower by the Lender and any 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 7.875%, from August 1, 1999. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 1,024.67, beginning on the 1st day of September, 1999, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1, 2026 (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 3232 Newmark Drive, Miamisburg, OH 45342 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 this 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 in

(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 partly 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.

INITIALS DM INITIALS \_\_\_\_\_ INITIALS \_\_\_\_\_ INITIALS \_\_\_\_\_

LOAN MODIFICATION AGREEMENT  
(FNMA Modified Form 3179 2/88)

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Loan No.: 8604638

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.

Document is NOT OFFICIAL! 8-31-99  
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National City Mortgage Co. (Seal) Lender Dane E. DeMarco (Seal) Borrower

By: Michael Hartley (Seal) Michael Hartley, Asst. Vice-President Borrower

Brenda Barnett (Seal) Witness as to Lender Brenda Barnett Borrower

Denise Robinson (Seal) Witness as to Lender Denise Robinson Borrower



[See Attached Acknowledgments]



Loan No.: 8604638

DeMarco

**EXHIBIT "A" - LEGAL DESCRIPTION - PAGE 1 of 1**  
THE FOLLOWING DESCRIBED REAL ESTATE LAKE COUNTY IN THE STATE OF INDIANA,

THE REAL ESTATE COMMONLY KNOWN AS 503 WEST 77TH AVENUE, DYER, IN 46311, AND  
LEGALLY DESCRIBED AS FOLLOWS:

THE EAST 97 FEET OF THE WEST 560 FEET OF THE SOUTH 200 FEET OF THE  
SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 35 NORTH, RANGE  
10 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE TOWN OF DYER, LAKE COUNTY  
INDIANA.

TAX ID NO.: 12-608-063-5003



INDIVIDUAL ACKNOWLEDGMENT

Loan No.: 8604638,  
State of Indiana §  
County of Lake §

The foregoing instrument was acknowledged before me Johanna R., 8-31-99 [date],  
by Dane E. DeMarco

[name of person acknowledged].

(Seal)



Johanna R.  
Notary Public, State of Indiana  
My Commission Expires: 05-27-00

State of Ohio §  
County of Montgomery §

The foregoing instrument was acknowledged before me this September 9, 1999 [date],  
by Michael Hartley, Asst. Vice-President,  
[name of officer or agent, title of officer or agent] of National City Mortgage Co.  
[name of corporation acknowledging], Ohio [state or place of incorporation],  
on behalf of the corporation.

(Seal)

Shirley J. Hixson  
Notary Public, State of Ohio

My Commission Expires:  
SHIRLEY J. HIXSON, Notary Public  
In and for the State of Ohio  
My Commission Expires Feb. 1, 2001





**MODIFICATION BANKRUPTCY DISCLOSURE RIDER**

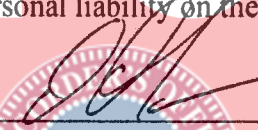
THIS MODIFICATION BANKRUPTCY DISCLOSURE RIDER, effective the 1st day of August, 1999, is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Dane E. DeMarco (the "Borrower") and National City Mortgage (the "Lender") covering the Property described in the Loan Modification Agreement located at: 503 77<sup>th</sup> Ave., Dyer, IN 46311.

**This Document is the property of the Lake County Recorder!**

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

Borrower represents that Borrower was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Borrower and Lender acknowledge and agree that the Loan Modification Agreement does not affect the discharge of the Borrower's personal liability on the debt.

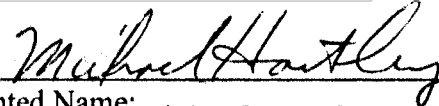
8-30-99  
Date

 (Seal)  
Dane E. DeMarco-Borrower



National City Mortgage

Sept. 9, 1999  
Date

By:   
Printed Name: Michael Hartley  
Title: Asst. Vice-President