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

This Loan Modification Agreement ("Agreement"), made this 1 day of FEBRUARY, 2000, between ANDREW G. TURNER, JR.

(borrower") and Colonial Bank as Successor In Interest To Colonial Mortgage Company ("Lender"), amends and supplements (1) the mortgage, recorded in Book or Liber DOCUMENT NO. 94076292, at page ( s ) XXX

of the OFFICIAL 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 7301 ASH AVENUE GARY, IN. 46403

the real property described being set forth as follows:  
LOT 419 IN ROBERT BARTLETT'S MARUETTE PARK PARK ESTATES, FIRST ADDITION IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 27 PAGE 57, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

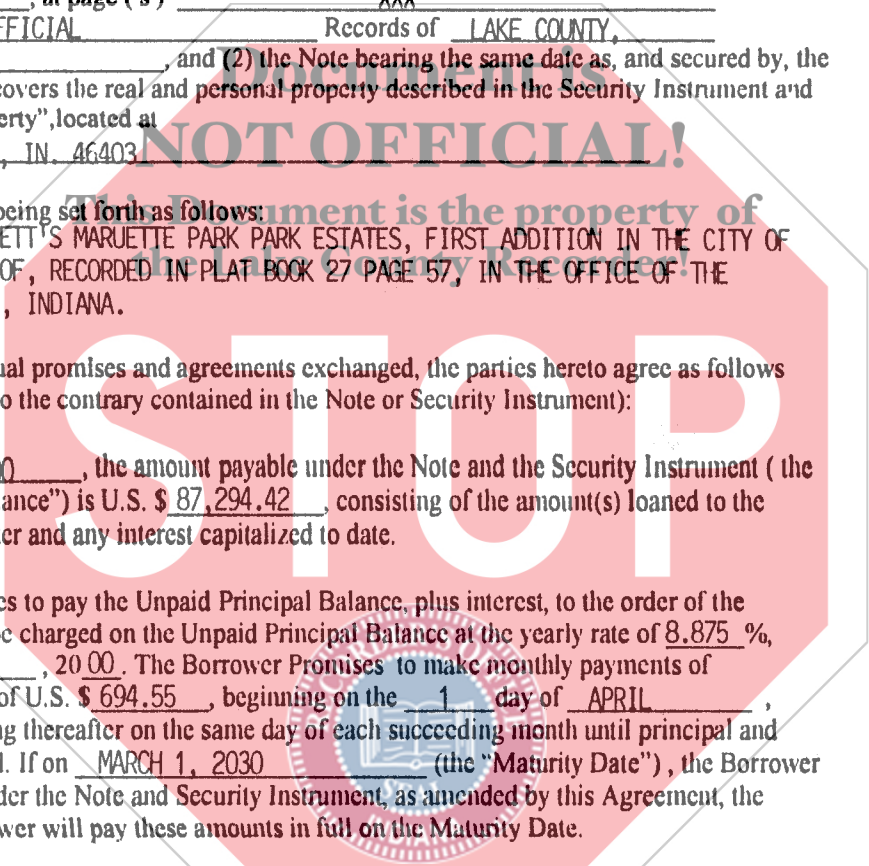
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of MARCH 1, 2000, the amount payable under the Note and the Security Instrument ( the "Unpaid Principal Balance") is U.S. \$ 87,294.42, 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 8.875 %, from MARCH 1, 2000. The Borrower Promises to make monthly payments of principal and interest of U.S. \$ 694.55, beginning on the 1 day of APRIL, 2000, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on MARCH 1, 2030 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. BOX 5628 MONTGOMERY, ALABAMA 36103 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.



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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 obliged to make under the Security Instrument; however, the following terms and provisions are forever cancelled, 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.

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.

\_\_\_\_\_(Seal)  
Colonial Bank, as Successor In Interest  
To Colonial Mortgage Company

*Andrew G. Turner* (Seal)  
-Andrew Turner-

By: *Tyone Smith*  
Tyone Smith, Vice-President

\_\_\_\_\_(Seal)  
-Borrower-  
RECORDER'S OFFICE  
INDIANA

(Space Below This Line For Acknowledgements)

STATE OF INDIANA  
COUNTY OF Lake

On 2/7, 2000, before me Mary R. Weatherington,  
Personally appeared Andrew B. Johnson Jr.,  
Personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name is subscribed to the within instrument and acknowledged to me that  
she/he executed the same in his/her authorized capacity, and that by his/her signature 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.

Signature Mary R. Weatherington Notary Public

Print Name:

My Commission Expires:

STATE OF ALABAMA  
COUNTY OF MONTGOMERY

On February 10, 2000, before me, Donald A. Lewis,  
Personally appeared Tyrone Smith, as Vice-President of Colonial Bank as Successor In Interests To  
Colonial Mortgage Company, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name is subscribed to the within instrument and  
acknowledged to me that she/he executed the same in his/her authorized capacity, and that by  
his/her signature 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.

Signature Donald A. Lewis Notary Public

Print Name:

My Commission Expires: 9/20/02

Document is  
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