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MOORE COUNTY RECORDER

Document is

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FIXED RATE LOAN MODIFICATION AGREEMENT

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RECORDING REQUESTED BY **FIRST AMERICAN TITLE INS. CO.**
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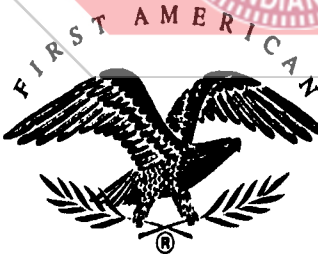
WHEN RECORDED MAIL TO:
FIRST AMERICAN TITLE INS. CO.
3 FIRST AMERICAN WAY
SANTA ANA, CALIFORNIA 92707
ATTN: MODIFICATION DEPT.

TITLE#: 303157

LOAN#: 10507057

LENDER: Fleet Mortgage Corporation

STOP



LENDERS ADVANTAGE

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

21.00
E.P.
91004459

After recording return to:
First American Title
3 First American Way
Santa Ana, CA 92707
ATTN: Loan Modification Dept.

Prepared by: David W. Joye

Fleet Mortgage Group Loan Number: 10507057

FHA Case Number: 151-4721421-703

Document is
NOT OFFICIAL! 303157

**FIXED RATE LOAN MODIFICATION AGREEMENT of
the Lake County Recorder!**

This Loan Modification Agreement ("Modification"), dated the *19th* day of *May, 2000*, effective the *1st* day of *August, 2000*, between *Patrick L. Percak and Jennifer A. Percak, husband and wife* ("Borrower") and *Fleet Mortgage Corp., f/k/a Fleet Real Estate Funding Corp.* ("Lender"), by assignment from *Samuel C. Ennis & Co.*, filed for record *November 17, 1994* and recorded as *Instrument No. 94078118*, of Public Records, amends and supplements (1) the Note (the "Note") made by the Borrower, dated *October 31, 1994*, in the original principal sum of U.S. *\$64,826.00*, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on *November 7, 1994* as Document/Instrument No. *94975920*, of the Records of *Lake County, IN*. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at *434 Florence, Hammond, IN 46324*. That the real property is further described as:

The East 8.80 feet of Lot 17, All of Lot 18 and the West 10.80 feet of Lot 19 in Block 3 in F.B. Hall's Subdivision, in the City of Hammond, as per Plat thereof, recorded in Plat Book 3, Page 17, in the Office of the Recorder of Lake County, Indiana.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreement herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the note and security Instrument as follows:

1. The Borrower represents that the property is owner occupied and is the person or persons who executed the original instruments.
2. The Borrower acknowledges that the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of *\$15,425.24* have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of *August 1, 2000*, the amount, including the amounts which have

been added to the indebtedness, payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$78,577.59:

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 the yearly rate of 9.00%, beginning August 1, 2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$632.25 (not including escrow deposit), beginning on the 1st day of September, 2000, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on August 1, 2030 (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 to Fleet Mortgage Group, P.O. Box 3147, Milwaukee, WI 53201-3147 or, at such other place designated by Lender.
4. If the Borrower is in default, the Lender may, by providing a written notice to the Borrower, notify the Borrower that the Borrower is in default and that the interest which shall be charged on the Unpaid Principal Balance may be increased to a yearly rate of 9.00% beginning on an effective date stated in the notice which is at least 30 days after the date on which the notice is delivered or mailed to the Borrower. Unless the entire indebtedness is accelerated, as specified in the Note, the Borrower shall pay such increased monthly payments of principal and interest, as adjusted for the increased rate of interest, as specified by the Lender. The Borrower acknowledges that this would constitute an increase in the rate of interest, compared to the rate of interest which would otherwise apply if the Borrower had not defaulted on this Modification.
5. Except as otherwise modified herein, 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.
6. 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.

5-31-2000
Date

Patrick L. Percak
Patrick L. Percak, Borrower

5-31-00
Date

Jennifer A. Percak
Jennifer A. Percak, Borrower

(BORROWER'S ACKNOWLEDGMENT)

STATE OF Indiana)

COUNTY OF Lake)

On this, the 31st day of May 2000 before me personally appeared *Patrick L. Percak and Jennifer A. Percak*, 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.

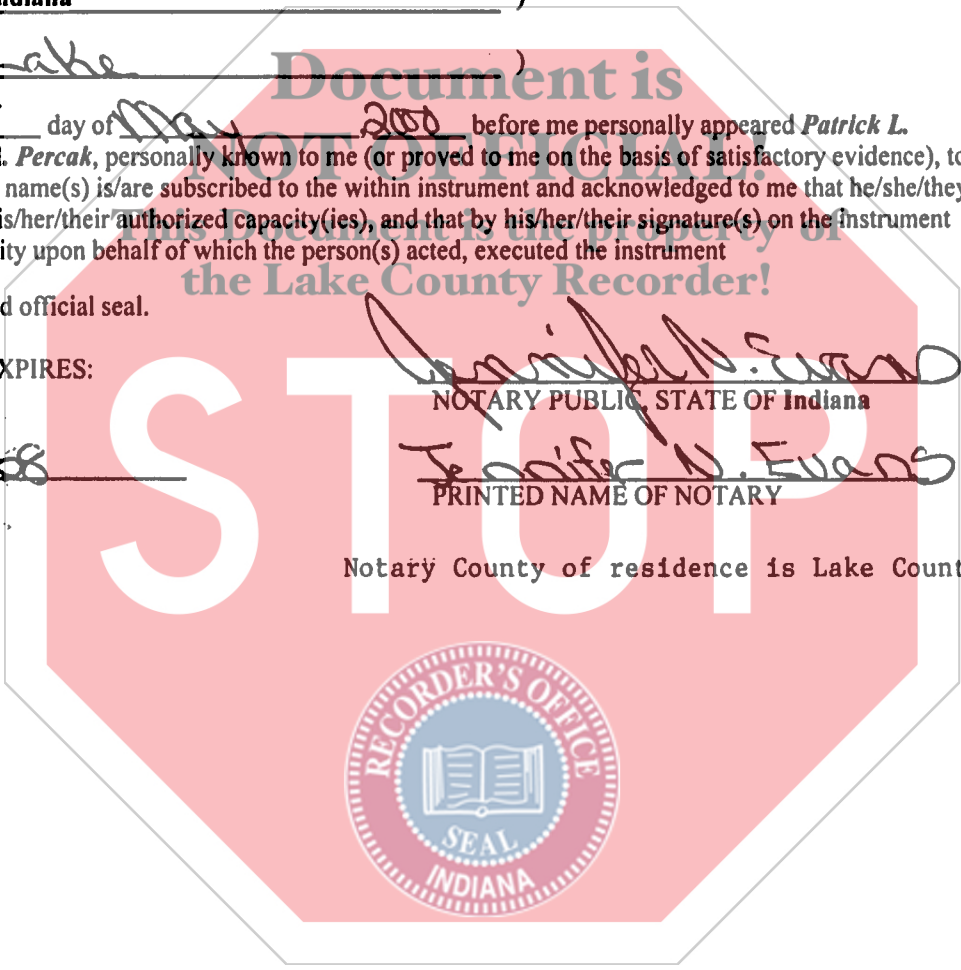
MY COMMISSION EXPIRES:

1/30/2008

Jennifer N. Evans
NOTARY PUBLIC, STATE OF Indiana

Jennifer N. Evans
PRINTED NAME OF NOTARY

Notary County of residence is Lake County



Loan Number: 10507057
Name: Percak
Title Of Document: Fixed Rate Loan Modification Agreement
Date of Document: 05-19-2000
Number of Pages: 5

Date: 6/2/00

FLEET MORTGAGE CORP.

-Lender

By: Margaret M. Slattery
Margaret M. Slattery, Vice President

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This Document is the property of
(LENDER'S CORPORATE ACKNOWLEDGMENT)
the Lake County Recorder!

STATE OF South Carolina)

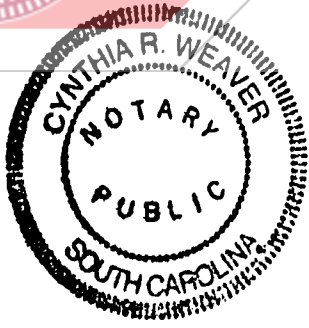
COUNTY OF Florence)

BEFORE ME, on this day personally appeared Margaret M. Slattery of Fleet Mortgage Corp., its Vice President, known to me to be an officer of said corporation, duly authorized to commit this transaction, DEPOSES and SWEARS on this, the 2 day of June, 2000, that the foregoing instrument was executed for the purposes and consideration expressed herein.

MY COMMISSION EXPIRES:

My Commission Expires November 18, 2003

Cynthia R. Weaver
NOTARY PUBLIC, STATE OF South Carolina
CYNTHIA R. WEAVER
PRINTED NAME OF NOTARY



Loan Number: 10507057
Name: Percak
Title Of Document: Fixed Rate Loan Modification Agreement
Date of Document: 05-19-2000
Number of Pages: 5

STATE OF Indiana Effective Date: 08-01-2000
Borrower(s): Patrick L. Percak
COUNTY OF Lake Jennifer A. Percak
Property Address: 434 Florence
FMG Loan No 10507057 Hammond, IN 46324

COMPLIANCE AGREEMENT

The undersigned Borrower(s), in consideration of the Loan Modification offered by *Fleet Mortgage Corp.*, its successors and/or assigns ("Lender") in the amount of \$78,577.59, modifying the original Promissory Note secured by a Deed of Trust/Mortgage dated 10-31-1994, agrees to fully cooperate with any reasonable requests made by Lender, or its agent, to correct typographical errors in the Loan Modification Agreement enabling Lender to sell, convey, guarantee or obtain insurance for any investor or institution, including but not limited to, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Department of Veterans Affairs, or any municipal bonding authority, to ensure enforceability of the modified loan agreement. These requests may include, but are not limited to, all changes, corrections, re-execution or modification of any document related to such loan, as may be required.

The undersigned will comply with all requests within thirty (30) days from the date they are made by Lender or its agent. If Borrower(s) fails to meet its obligations, Borrower(s) acknowledge liability for all costs including, but not limited to, actual expenses, legal fees, court costs, and marketing expenses incurred by Lender to enforce its rights under the Loan Modification Agreement.

Patrick L. Percak
Patrick L. Percak, Borrower

Jennifer A. Percak
Jennifer A. Percak, Borrower

This Compliance Agreement was acknowledged before me this 31st day of May, 2000, by:

Witness my hand and official seal.

Jennifer A. Seward
Notary Public
My commission expires 1/30/2008

RECORD & RETURN TO: Fleet Mortgage Group, Fleet Counseling Services
Settlement/Quality Assurance
2210 Enterprise Drive, SC/FL/2577
Florence, SC 29501

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NOT OFFICIAL!

Certificate of Preparation

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

**I hereby certify under penalty of perjury that document was prepared by one of the parties
within this instrument.**

STOP

**First American Title Insurance Company
Loan Modification Department
3 First American Way
Santa Ana, California 92707**



Christopher Butler/Title Assistant

Title No.: 303157
Loan No.: 10507057
Doc Type: MODIFICATION