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After Recording Return to:
Cheryl Zahn
The Law Offices of David J. Stern
801 S. University Drive, #500
Plantation, FL 33324
Loan# 5800394834
DSI#00-55192
FNNA No: 1662470867

This instrument is being re-recorded to include Exhibit #1 LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rates)

This Loan Modification Agreement ("Agreement"), made this 2ND day of MAY 2000, between WAYNE KORTUM ("Borrower") and Mellon Mortgage Company ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated AUGUST 17, 1994 and recorded AUGUST 19, 1994 as Instrument No. 94059156, in 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 10640 BAILEY STREET, ST. JOHN, INDIANA 46373

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the real property described being set forth as follows:

LOT 5 AND 6, WATT'S ARTESIAN WELLS FOURTH ADDITION, AS SHOWN IN PLAT BOOK 28, PAGE 48, IN 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 APRIL 1, 2000, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 88,647.90, 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 APRIL 1, 2000. The Borrower promises to make monthly payments of principal and interest of U.S. \$741.19, beginning on the 1ST day of MAY 2000, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on SEPTEMBER 1, 2024 (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 1775 Sherman Street, Suite 2300, Denver, CO 80203-4302 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,

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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 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.
- 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.

Borrowers:		
Witness by: Northern Document is Wayn of Torter (Soul)		
WAYNE KORTUM (Seal) WAYNE KORTUM		
Printed parme: NOT OFFICIAL!		
(Seal) CHASE MONTGAGE COMPANY WEST		
Printed name: Robin James		
the Lake County Recorder! Mellon Mortgage Company (Corporate Seal)		
(Corporate Scar)		
By:		
Printed namesistant vice President-Vice President		
[Space Below This Line For Acknowledgment]		
Downsyan's Adknowledgment		
STATE OF INDIANA Borrower's Acknowledgment		
COUNTY OF COOK		
The foregoing instrument was acknowledged before me this 5 day of Mou,		
by Wayne Kortum, who produced Diness as identification or who is		
(are) personally known to me.		
May B, HR Mush		
"OFFICIAL SEAL" Notary Partic		
MARY BETH R. MURPHY Notary Public, State of Illinois Notary Public, State of Illinois Print Name: Mary Beth R Murphy		
"OFFICIAL SEAL" MARY BETH R. MURPHY Notary Public, State of Illinois My Commission Expires 8/5/2001 My Commission Expires 8/5/2001		
Verranserversenservers		
Lender's Acknowledgment		
STATE OF COLORADO		
COUNTY OF DENVER		
The foregoing instrument was acknowledged before me this 19 day of May,		
by Connie Rambert, as an Assistant Vice President of Mellon Mortgage Company		
who produced as identification or who is personally known to me.		
ANN GALL		
S'NOTARY OF MICHAEL BUILTING		
Notary Public Print Name:		
My Commission Expires:		
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LOAN MODIFICATION ACKE THE SPORT LIVE From 1179 2/88		

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"Exhibit #1 - Terms of Modification"

Existing annual interest rate New modified annual interest rate	8.875% 8.875%
New modified monthly payment of principal and interest New modified monthly escrow payment for taxes and insurance TOTAL new modified payment (amount based on current escrow and subject to change)	\$741.19 \$184.43 \$925.62
Effective date of loan modification Due date of first modified monthly payment New maturity date of modified mortgage New Modified Term	04/01/00 05/01/00 09/01/2024 293
Existing unpaid principal balance TOFFICIAL!	\$78,233.12
Additions to existing unpaid principal balance: t is the property of • Accrued interest projected up to effective date County Recorder!	\$10,414.78
New modified unpaid principal balance	\$88,647.90
Amounts due from borrower for modification (by certified or cashier check):	
 Processing fee for review of modification request Amount to fully fund escrow Attorney fees (Foreclosure and/or Bankruptcy) Borrower's first modified monthly payment 	\$ 500.00 \$4,150.98 \$1,259.27 \$ 925.62
ESTIMATED TOTAL CASH DUE FROM BORROWER	
Payable as follows:	
Check #1 to Chase Manhattan Mortgage Company	\$6,835.87
Mortgagor WAYNE M KORTUM Chase Mortgage Company West #: 5800394834 FNMA Investor #: 1662470867 MI Certificate (MGIC)#: 7870313	

ATTN: FNMA Modification Processors 614-422-7259 (fax)

FNMA approval letter __ MI approval letter __ amortization schedule __ LM modification worksheet __

DLQ1 __ title search __