

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000-05-16 Above This Line For Recording Date]-----

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

99-8008

This Loan Modification Agreement ("Agreement"), made this **24th** day of **April, 2000** between **Karen Holland**, ("Borrower") and **Great Western Bank** ("Lender"), amends and supplements (1) Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **July 26, 1993** and recorded as document #**93051224** of the **Lake County Recorder** Records of **Lake County, Indiana**:

and (2) the Note bearing the same dated 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: **933 175th PL.**

46324-3053

the real property described being set forth as follows:

THE EAST 15 FEET OF LOT 5 AND ALL OF LOT 6 IN BLOCK 9, CALUMET HIGHLANDS, IN THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 18, PAGE 23, IN LAKE COUNTY, INDIANA.

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

1. As of **April 24, 2000** the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$74,771.63**, 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 **7.375%**, from **May 1, 2000**. The Borrower promised to make monthly payments of principal and interest of U.S. **\$516.43**, beginning on the **1st** day of **June 2000**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **May 01, 2030** (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 P.O. Box 4340, Omaha NE 68104 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 provided 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 specified in paragraph No. 1 above:

Return to:
UNTERBERG & ASSOCIATES, P.C.
8050 Cleveland Place
Merrillville, IN 46410

044309
11:30 AM

(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.

6. **Title Warranty.** It is hereby covenanted and agreed that the legal and equitable title to said mortgaged lands and premises is in the name of the Owners, absolutely and in fee simple; that no person firm or corporation has any right, title interest or estate therein adverse to that of the Owners in the State of New Jersey and elsewhere; that the Owners have never been adjudicated bankrupt and that there are not at the present time any bankruptcy proceedings which in any way affect the title to said mortgaged premises.



Great Western Bank

(Seal)

Karen M. Holland (Seal)
Karen Holland - Borrower

Barbara S. Muldoon
Senior Vice President

(Seal)

-Borrower

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[Space Below This Line For Acknowledgments]

State of **Indiana**
County of **Lake**

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Karen Holland**, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF DEVICE, this 4 day of **May** 2000.

Juan R. Baker
Notary Public *Commission Expires 7-9-2006*

State of Nebraska
County of Douglas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Barbara S. Muldoon, Senior Vice President, known to me to be the person who executed this within instrument as an officer for and on the behalf of Great Western Bank, formally known as, Douglas County Bank & Trust Co..

GIVEN UNDER MY HAND AND SEAL OF DEVICE, this 22 day of **May** 2000.

Janet M. Ekstrom
Notary Public

