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LAKE COUNTY  
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5728756

Freddie Mac Loan No.: 800261070

Loan No.: 0004115085

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.  
ONE ORIGINAL IS TO BE AFFLXED TO THE ORIGINAL NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE  
THE SECURITY INSTRUMENT IS RECORDED.

**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Modification"), is effective July 1st, 2000  
Debra J. Otteson

, between

First Horizon Home Loan Corporation fka FT Mortgage Companies

("Borrower") and

and amends and supplements (1) the Note (the "Note") made by the Borrower, dated February 23rd, 1996, in the original principal sum of U.S.\$ 123,000.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on February 29th, 1996, in Book/Liber 960, Page 3480, Instrument No. N/A, Official Records of Lake County, Indiana. 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"), which is located at 4134 Augusta Drive, Crown Point, Indiana 46307

("Lender"),

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10/ 30.00  
10/18/91  
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Freddie Mac Loan No.: 800261070  
Loan No.: 0004115085

That real property is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

## Document is

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower  is,  is not, the occupant of the Property.
  2. The Borrower acknowledges that interest has accrued but has not been paid and 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 interest, costs and expenses, in the total amount of \$ 6,181.08 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of July 1st, 2000 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 135,033.05
  3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 10.000 % beginning July 1st, 2000 . The Borrower promises to make monthly payments of principal and interest of U.S.\$ 1,146.63 , beginning on the 1st day of August, 2000 , and continuing thereafter on the same day of each succeeding month. If on July 1st, 2040 , (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 at First Horizon Home Loan Corporation, 4000 Horizon Way, Irving, Texas 75063 or at such place as the Lender may require.

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Freddie Mac Loan No.: 800261070  
Loan No.: 0004115085

4. If at any time 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 will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 10.000 % beginning on an effective date stated in the notice. That date will be at least 30 days after the date on which the notice is delivered or mailed to the Borrower. If the Borrower defaults, the Lender may, at its election, require the Borrower to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note and Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. **The Borrower acknowledges that the increased rate of interest will only be charged if the Borrower does not meet its obligations under the Note and Security Instrument, as modified by this Modification.**

5. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.

7. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

- 1-4 Family Rider - Assignment of Rents
- Modification Due on Transfer Rider



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Freddie Mac Loan No.: 800261070  
Loan No.: 0004115085

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

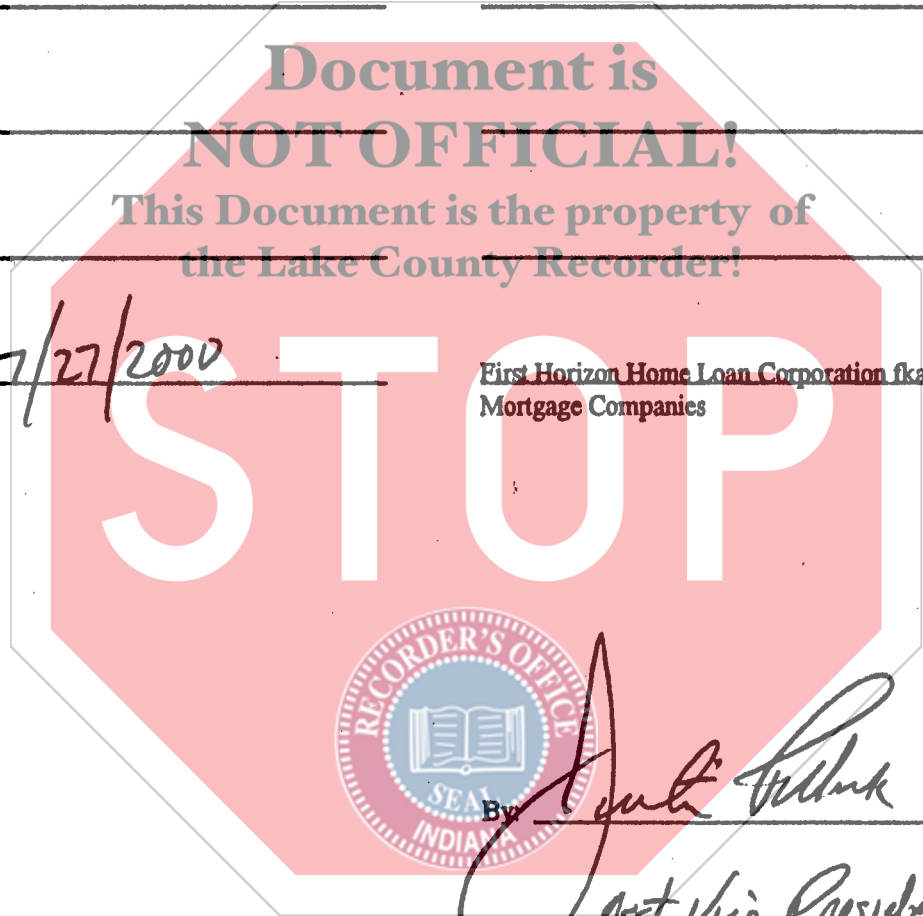
Date July 16<sup>th</sup> Debra J. Otteson (Seal)  
-Borrower

Date \_\_\_\_\_ (Seal)  
-Borrower

Date \_\_\_\_\_ (Seal)  
-Borrower

Date \_\_\_\_\_ (Seal)  
-Borrower

Date 7/27/2000 First Horizon Home Loan Corporation aka FT Mortgage Companies  
-Lender



By [Signature]  
Its: Asst. Vice President

[See Attached Acknowledgment(s)]

**BORROWER ACKNOWLEDGMENT**

State of Indiana §  
County of Lake §

The foregoing instrument was acknowledged before me Alex Linders, [date], 7/16/00  
by Debra J. Otteson  
[name of person acknowledged]

(Seal)

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Notary Public, State of Indiana  
My Commission Expires: Oct 06 2000

**LENDER ACKNOWLEDGMENT**

State of §  
County of §

The foregoing instrument was acknowledged before me this July 27, 2000, [date],  
by Justin Pallack, A/P  
[name of officer or agent, title of officer or agent] of First Horizon Home Loan Corporation fka FT Mortgage Companies, on behalf of said entity.

(Seal)

LAURA MILLER  
Notary Public, State of Texas  
My Commission Expires 10-02-00  
Notary Public, State of Texas  
My Commission Expires: 10-2-00

This Instrument Was Prepared By:  
RUTH RUHL, P.C.  
2305 Ridge Road, Suite 106  
Rockwall, TX 75087

Loan No.: 0004115085

**EXHIBIT "A"**

THE FOLLOWING DESCRIBED REAL ESTATE IN LAKE COUNTY, STATE OF INDIANA, TO-WIT:

LOT 462 IN LAKES OF FOUR SEASONS UNIT NO. 2, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 37 PAGE 76 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

TAX ID# 11116-46-233



Loan No.: 0004115085

**Document is NOT OFFICIAL!**  
**MODIFICATION DUE ON TRANSFER RIDER**

**This Document is the property of the Lake County Recorder**  
THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of July, 2000 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by Debra J. Otteson

and First Horizon Home Loan Corporation aka FT Mortgage Companies

(the "Borrower")

covering the Property described in the Loan Modification Agreement located at: 4134 Augusta Drive, Crown Point, Indiana 46307

(the "Lender")

[Property Address]

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

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

If Lender exercises this option, Lender shall give 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 Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

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Loan No.: 0004115085

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

Date July 16, 2000 Debra J. Otteson (Seal) -Borrower

Date \_\_\_\_\_ (Seal) -Borrower

Date \_\_\_\_\_ (Seal) -Borrower

Date \_\_\_\_\_ (Seal) -Borrower

First Horizon Home Loan Corporation fka (Seal) -Lender  
FT Mortgage Companies



Date 7/27/2000 By: [Signature]  
Its Asst. Vice President



**1-4 FAMILY RIDER**  
**Assignment of Rents (First Lien)**

Loan No.: 0004115085

**NOT OFFICIAL!**

THIS 1-4 FAMILY RIDER is made this 1st day of July, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to First Horizon Home Loan Corporation fka FT Mortgage Companies

of the same date and covering the Property described in the Security Instrument and located at: 4134 Augusta Drive, Crown Point, Indiana 46307

(the "Lender")

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Additional Property Subject to the Security Instrument.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtains rods, attached mirrors, cabinets, panelling, and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. Use of Property; Compliance with Law.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. Subordinate Liens.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

Initials:

Loan No.: 0004115085

**D. Rent Loss Insurance.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "Borrower's Right to Reinstate" Deleted.** Uniform Covenant 18 is deleted.

**F. Borrower's Occupancy.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. Assignment of Leases.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. Assignment of Rents; Appointment of Receiver; Lender in Possession.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notices of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Initials:

Loan No.: 0004115085

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. Cross-Default Provision.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach upon the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

 (Seal)  
Debra J. Otteson -Borrower (Seal)  
-Borrower

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\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower



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