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Prepared By: Michael Beserra
Michael Beserra 2002 002749
800-300-8485

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LOS ANGELES, CA

WHEN RECORDED PLEASE MAIL TO:
UNITED TITLE COMPANY / SMART
514 SHATTO PLACE
LOS ANGELES, CA 90020

Space Above Line for Recording Data
Loan Number 0108193

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

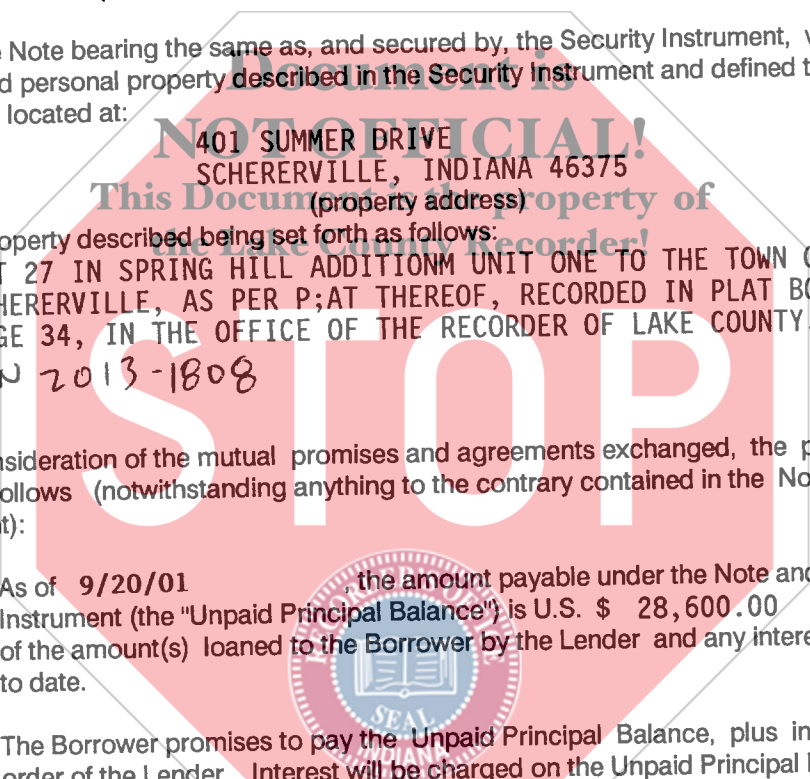
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This Loan Modification Agreement ("Agreement"), made this 11th day of SEPTEMBER, 2001, between ALAN H. HUMPFER, EVELYN M. HUMPFER ("Borrower") and INDEPENDENT REALTY CAPITAL CORP. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 9/27/01 and recorded in Book 01-078259, at page(s) _____, of the County Records of Lake (items of records)

and (2) the Note bearing the same 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:
401 SUMMER DRIVE
SCHERERVILLE, INDIANA 46375
(property address)

the real property described being set forth as follows:
LOT 27 IN SPRING HILL ADDITION UNIT ONE TO THE TOWN OF SCHERERVILLE, AS PER P; AT THEREOF, RECORDED IN PLAT BOOK 43, PAGE 34, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.
APN 2013-1808

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 9/20/01, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 28,600.00, 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 9.650%, from 9/21/01. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 301.25, beginning on the 20TH day of OCTOBER, 2001, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on 9/20/16 (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.



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The Borrower will make such payment at: INDEPENDENT REALTY CAPITAL CORP.
2401 E. KATELLA AVE, SUITE 500
ANAHEIM, CA 92806
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 payment 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:

(a) all terms and provisions of the Note and Security Instrument (if any) provisions 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 constructed 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.

Alan H. Humpfer
ALAN H. HUMPFER

Evelyn M. Humpfer
EVELYN M. HUMPFER

STATE OF INDIANA
COUNTY OF Lake

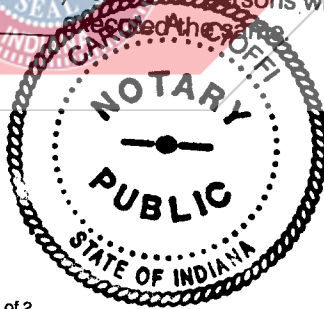
On 9/11/01 before me, the undersigned, a Notary Public in and for said State, personally appeared Alan H. Humpfer & Evelyn M. Humpfer

(or proved to me on the basis of satisfactory evidence) to be the persons whose names subscribed to the within instrument and acknowledge that they executed the same known to me

WITNESS my hand and official seal.

Carol A. Cioffi
Signature

Carol A. Cioffi
Name (Typed or Printed)



[Handwritten initials]

Dated this 20TH day of SEPTEMBER, 2001 INDEPENDENT REALTY CAPITAL CORP.
WITNESSES: A CALIFORNIA CORPORATION

NICOLE HAHN, SUPERVISOR,
AUTHORIZED SIGNER

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

On 9/20/01 before me, SHIRLEY A. GRIECO, NOTARY PUBLIC
(here insert name and title of the officer)

personally appeared NICOLE HAHN, SUPERVISOR, INDEPENDENT REALTY CAPITAL CORP.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) 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 official hand and seal.

Signature Shirley A. Grieco (Seal)

SHIRLEY A. GRIECO
Comm. # 1288663
NOTARY PUBLIC-CALIFORNIA
Orange County
My Comm. Expires Jan. 23, 2005

