THIS INSTRUMENT PREPARED BY: Walter Isaacs PTX 137 6400 Legacy Drive, Plano, TX 75024

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20uz i. - 2: **n**s

LOAN NUMBER: 3849817

ASSESSOR PARCEL NUMBER: N/A

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

## MODIFICATION AGREEMENT TO NOTE / MORTGAGE

This Modification Agreement (the "Agreement") is made as of April 18, 2002, between WILLIAM R MUSGRAVE and SYLVIA M MUSGRAVE (the "Borrower") and Countrywide Home Loans, Inc. ("Countrywide"), and amends and supplements that certain Note and that certain Mortgage dated October 10, 2001 and recorded October 15, 2001 in Document Number 2001083045, of the Records in the Office of the County Clerk of Lake County, Indiana (the "Security Instrument"), and covering the real property with a common street address of: 8990 157<sup>th</sup> PLACE, LOWELL, INDIANA, 46356, but more specifically described as follows:

## SEE ATTACHED "EXHIBIT A" ATTACHED HERETO AND INCORPORATED HEREIN.

- 1. The terms of the Note are hereby amended and modified as follows (check applicable modifications):
  - [] a. the principal amount that Borrower promises to repay under the terms of the Note and that is secured by the Security Instrument is hereby changed to:
  - [x] b. commencing on August 1, 2002, the interest on my Note shall be 7.500 percent per annum.
- [x] c. commencing on September 1, 2002, my regular monthly principal and interest payment under the Note shall be \$1,188.66.
- [x] d. the new Construction Completion Date is: July 29, 2002.
- [x] e. the new Promissory Note Maturity Date is: August 1, 2032.
- [ ] f. the new first Interest Rate Change Date on the adjustable loan is: Order.
- 2. Borrower consents to Lender attaching this Agreement to the Note itself.
- 3. All other terms and conditions of the Loan Documents shall remain unchanged and in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

Elaine M. Anderson Notary Reblic My commission expires: 4-28-08

Signature Claim M. a

PLEASE DO NOT WRITE BELOW - COUNTRYWIDE ONLY

LENDER

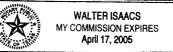
Lender Notary Acknowledgement State of Texas

State of Texas
County of Collin

Lawrence M Brown, Vice President, Countrywide Home Loans, Inc.

On 4-23-200, before me, Walter Isaacs, personally appeared Lawrence M Brown, Vice President, Countrywide Home Loans, Inc., A New York Corporation personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS MY HAND AND OFFICIAL SEAL

Signature Walter Source



12470

Prepared by: V. NEFF

COUNTRYWIDE HOME LOANS, INC.

BRANCH #262
1519 US ROUTE 41. SUITE B-6
SCHERERVILLE. IN 46375.
(219)322-2802
Br Fax No.: (219)322-5538

DATE:

10/10/2001

CASE #: DOC ID #:

000384981741104

BORROWER: WILLIAM R MUSGRAVE

PROPERTY ADDRESS: 8990 157TH PLACE LOWELL, IN. 46356-

LEGAL DESCRIPTION EXHIBIT A

LOT 1 IN PHEASANT RIDGE UNIT 2, AS PER PLAT THEREOF, RECORDED IN PLAT
BOOK 89 PAGE 69, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Document is NOT OFFICIAL! This Document is the property of the Lake County Recorder!

FHA-VA-CONV Legal Description Exhibit A 1C4041XX (02/01)