

Recording Requested by
Countrywide Home Loans, Inc.

2002 044532

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AND WHEN RECORDED MAIL TO:

Countrywide Home Loans, Inc.
1800 Tapo Canyon Road SV2-116
Simi Valley, CA 93063
Attn: Elyse Hockett
CLD Deficiency Department
Doc No 0007948602005N

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT TO THE MORTGAGE

Min 1000157-0000724491-2

This Loan Modification Agreement ("Agreement"), made this 31ST day of January 2002 between Kelli Roche, and Edgardo Roche, ("Borrower") and Countrywide Home Loans, Inc., ("Lender") and Mortgage Electronic Registration Systems, Inc. ("Mortgagee") amends and supplements that certain Mortgage dated December 26, 2001, and granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026) and recorded on January 4, 2002, Doc No. 2002001371, in the Official Records of the Lake County, State of Indiana (the "Security Instrument"), and covering the real property specifically described as follows:

This Document is the property of the Lake County Recorder!

This property is more commonly known as: 1969 Aspen Court,
Crown Point, Indiana 46307

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

TO DELETE THE INCORRECT ADJUSTABLE RATE RIDER IN THE RECORDED MORTGAGE AND ADD THE CORRECT ADJUSTABLE RATE RIDER HERETO ATTACHED AS EXHIBIT "A"

The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Countrywide shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property.

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All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

Countrywide Home Loans, Inc.

Richard Kelley
By: Richard Kelley
Its: Assistant Vice President

Mortgage Electronic Registration Systems, Inc.

Richard Kelley
By: Richard Kelley
Its: Assistant Vice President

x Kelli Roche
Kelli Roche

Edgardo Roche
Edgardo Roche



STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ Day of _____, 2002,

BEFORE ME, _____
(NOTARY PUBLIC)

Personally appeared _____ personally known to me OR
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the foregoing 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 HAND AND OFFICIAL SEAL

Notary Public

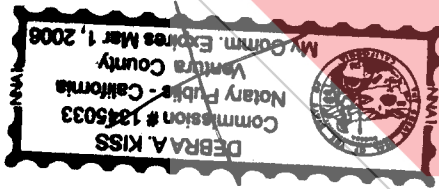
(SEAL)

Commission Expires: _____

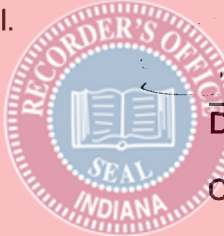
STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

On this 7th day of May 2002 before me, Debra A. Kiss, Notary Public, personally
appeared **Richard Kelley**, personally known to me to be the person whose name is
signed 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 entity
upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



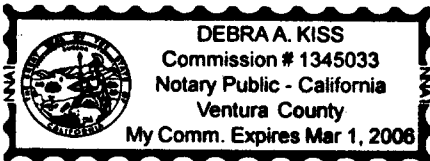
(SEAL)



Debra A. Kiss
Debra A. Kiss, Notary Public

Commission Expires:

March 1, 2006



STATE OF Indiana)
COUNTY OF Lake)

SS.

On this 1ST Day of February, 2002,

BEFORE ME, Cheryl Cummings

(NOTARY PUBLIC)

Personally appeared Willy + Eduardo Perez personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing 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 HAND AND OFFICIAL SEAL

CHERYL CUMMINGS
Notary Public State of Indiana
Lake County, IN
My Commission Expires Mar. 22, 2008

Cheryl Cummings
Notary Public

(SEAL)

Document is
NOT OFFICIAL!
Commission Expires: 3/22/08

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.

**This Document is the property of
the Lake County Recorder!**

On this day of 2002 before me, Debra A. Kiss, Notary Public, personally appeared **Richard Kelley**, personally known to me to be the person whose name is signed 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Debra A. Kiss, Notary Public

Commission Expires:

February 9, 2002

(SEAL)

[Space Above This Line For Recording Data]

FIXED/ADJUSTABLE RATE RIDER

(One-Year Treasury Index - Rate Caps)

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
1800 Tapo Canyon
Simi Valley, CA 93063-6712

Prepared By:
V. NEFF



620018460
[Escrow/Closing #]

00079486044305
[Doc ID #]

THIS FIXED/ADJUSTABLE RATE RIDER is made this TWENTY-SIXTH day of DECEMBER, 2001, 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 ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to COUNTRYWIDE HOME LOANS, INC.

("Lender") of the same date and covering the property described in the Security Instrument and located at: 1969 ASPEN COURT, CROWN POINT, IN 46307-

[Property Address]

MULTISTATE FIXED/ADJUSTABLE Fannie Mae Uniform Instrument

RATE RIDER - ONE-YEAR TREASURY INDEX- Single Family

Initials: *KR/E.R.*

VMP-843R (0006) CHL (08/00)
CONV
ARM 3/1, 5/1, 7/1 & 10/1 Rider

VMP MORTGAGE FORMS - (800)521-7291

Form 3182 1/01

23991

000794860000002843R

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 5.625 %. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of JANUARY, 2005, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO & THREE-QUARTERS percentage points (2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.625 % or less than 3.625 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.625 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

DOC ID # 00079486044305

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

Kelli Roche (Seal)
KELLI ROCHE - Borrower

[Signature] (Seal)
EDGARDO ROCHE - Borrower

(Seal) - Borrower

Document is NOT OFFICIAL!

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(Seal) - Borrower

STOP

