

3

2002 068199

2002 JUN 21 8:53

TICOR HBT 920015980

[Space above this line for Recording Data]

0073333593

MIN 1000139-0073333593-3

MERS Telephone: (888) 679-6377

**LOAN MODIFICATION AGREEMENT
(Providing for a Fixed Interest Rate)**

This Loan Modification agreement (" Agreement "), made this 29th day of July , 2002 , between Charles Walters, an unmarried man

Irwin Mortgage Corporation

("Borrower") and

supplements (1) the Mortgage , ~~Deed of Trust, or Deed to Secure Debt~~ (the "Security Instrument"), dated January 7, 2002 , and recorded in ~~Book of Liber~~ on January 10, 2002 as Document# at page(s) , of the Records of Lake 2002 003486
[Name of Records] [County and State or other Jurisdiction]

and (2) the Note bearing the same date 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

738 VanBuren
Hobart, IN 46342
[Property Address]

the real property described being set forth as follows:

Lot 25 in Block 15 in Riverside Estates, as per plat thereof, recorded in Plat Book 20 page 66, in the Office of the Recorder of Lake County, Indiana. 29

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):

13-
M.A.
H.S.

1. As of July 29, 2002, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U. S. \$ 97,132.00, 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 7.000%. The Borrower promises to make monthly payments of principal and interest of U. S. \$ 646.23, beginning on the 1st day of September, 2002, and continuing thereafter on the same day of each month until principal and interest are paid in full. If on August 1, 2032 (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
9265 Counselor's Row, Indianapolis, IN 46240
or at any 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 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:
 - (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.

Charles Walters

Borrower Charles Walters

Borrower

Borrower

Borrower

Borrower

Borrower

STATE of INDIANA)
COUNTY of LAKE)

On JULY 29, 2002

, before me, the undersigned, a Notary Public, in and for said state, personally appeared CHARLES WALTERS

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

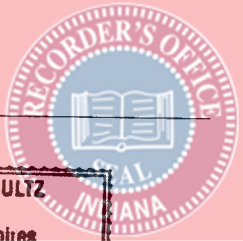
STOP

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 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 hand and official seal.

Kimberly Kay Schultz

Notary Public in and for said County and State



INSTRUMENT PREPARED BY: LAURA WOODCOCK