

2003 070456

2003 JUL -3 12: 20

RECORDER

When Recorded Mail to:
First American Title
Special Default Services
3355 Michelson Way, Suite 250
Irvine, CA 92612
Attn: Alex Velazquez
[Street Address]
West Palm Beach, Florida 33409
[City, State, Zip]

1409782

Freddie Mac Loan No.: 189775769
Loan No.: 2003022742

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

LOAN MODIFICATION AGREEMENT
the Lake County Recorder!

This Loan Modification Agreement ("Modification"), is effective May 1st, 2003, between William F. Binder, Jr. aka William Franklin Binder, Jr. and Leslie A. Binder ("Borrower") and Mortgage Electronic Registration Systems, Inc. as nominee for BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N. A.), as successor in interest by merger with NationsBanc Mortgage Corporation ("Lender"), and amends and supplements (1) the Note (the "Note") made by the Borrower, dated July 14th, 1998, in the original principal sum of U.S.\$ 186,200.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on July 16th, 1998, in Book/Liber N/A, Page N/A, Instrument No. 98054391, 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 6245 74th Place, Schererville, Indiana 46375.

Initials WA Initials JB Initials _____ Initials _____

2003
91521315
2200
JB

That real property is described as follows:

THE LAND REFERRED TO IS SITUATED IN THE STATE OF INDIANA, COUNTY OF LAKE, CITY OF SCHERERVILLE, AND DESCRIBED AS FOLLOWS:

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

LOT #8, AUTUMN CREEK, BLOCK ONE AN ADDITION TO THE TOWN OF SCHERERVILLE AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 83 PAGE 35, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

TAX ID NO.: 13-665-8

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 \$ 14,350.79 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of May 1st, 2003 , 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. \$ 192,331.24
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 6.000 % beginning May 1st, 2003 . The Borrower promises to make monthly payments of principal and interest of U.S.\$ 1,058.23 , beginning on the 1st day of June , 2003 , and continuing thereafter on the same day of each succeeding month. If on May 1st, 2043 , (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 Bank of America, 475 Cross Point Parkway, Getzville, New York 14068 or at such place as the Lender may require.

Initials WB Initials JB Initials _____ Initials _____

4. 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.

5. 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.

6. 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
- Bankruptcy Rider
- Other Rider



Initials WB Initials JD Initials _____ Initials _____

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

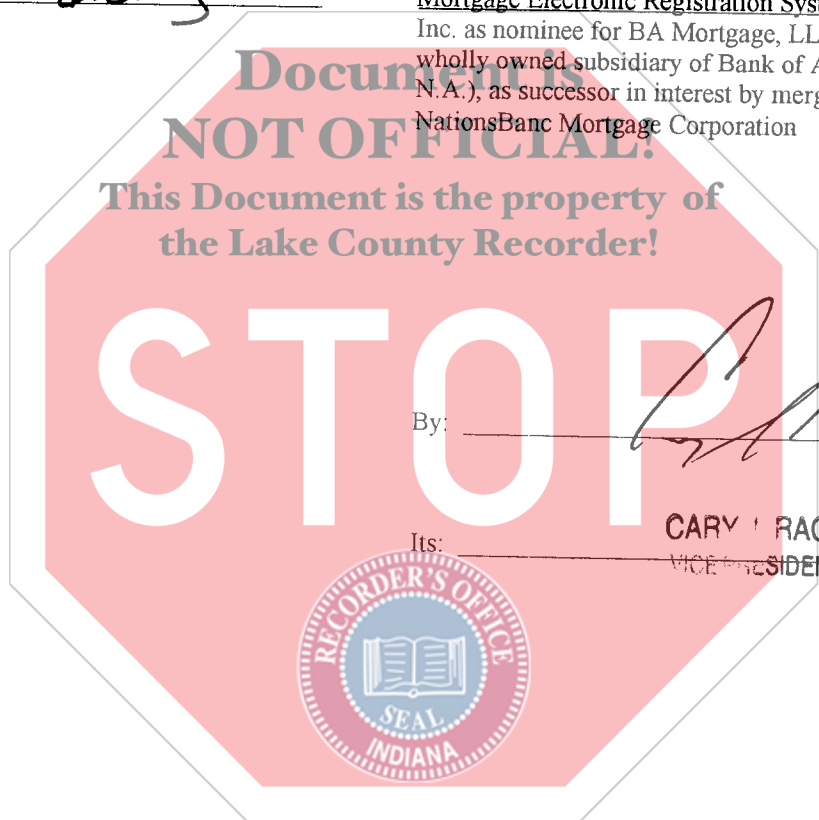
4-2-03
Date _____ (Seal)
William F. Binder, Jr. aka William Franklin Binder, Jr. -Borrower

Date _____ (Seal)
Leslie A. Binder -Borrower

Date _____ (Seal)
-Borrower

Date _____ (Seal)
-Borrower

6/3/03
Date _____
Mortgage Electronic Registration Systems, Inc. as nominee for BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N.A.), as successor in interest by merger with NationsBanc Mortgage Corporation -Lender



By: _____
Its: _____
CARY I RACZ
VICE PRESIDENT

[See Attached Acknowledgment(s)]

BORROWER ACKNOWLEDGMENT

State of Indiana §
County of Lake §

The foregoing instrument was acknowledged before me LAURA R TURNER [date], 4-2-03
by William F. Binder, Jr. aka William Franklin Binder, Jr. and Leslie A. Binder
[name of person acknowledged].

(Seal)

Laura R Turner
Notary Signature

Type or Print Name of Notary
Notary Public, State of IN
County of Residence: Lake
My Commission Expires:



State of New York §
County of Erle §

LENDER ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this June 3, 2003 [date],
by Cary S. Racz, Vice President
[name of officer or agent, title of officer or agent] of Mortgage Electronic Registration Systems, Inc. as nominee
for BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N.A.), as successor in interest by merger
with NationsBanc Mortgage Corporation, on behalf of said entity.

(Seal)

Diane M Kolipinski
Notary Signature

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

Type or Print Name of Notary
Notary Public, State of _____
County of Residence: _____
My Commission Expires: _____

DIANE M. KOLIPINSKI
Notary Public - State of New York
Reg. No. 01K04961563
Qualified in Erle County
My Commission Expires 2 5 06

Loan No.: 2003022742

MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the 1st day of May, 2003 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made by William F. Binder, Jr. aka William Franklin Binder, Jr. and Leslie A. Binder

(the "Borrower")
and Mortgage Electronic Registration Systems, Inc. as nominee for BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N. A.), as successor in interest by merger with NationsBanc Mortgage Corporation (the "Lender") covering the Property described in the Loan Modification Agreement located at: 6245 74th Place, Schererville, Indiana 46375

[Property Address]
NOT OFFICIAL!

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.

Initials WB Initials LB Initials _____ Initials _____

Loan No.: 2003022742

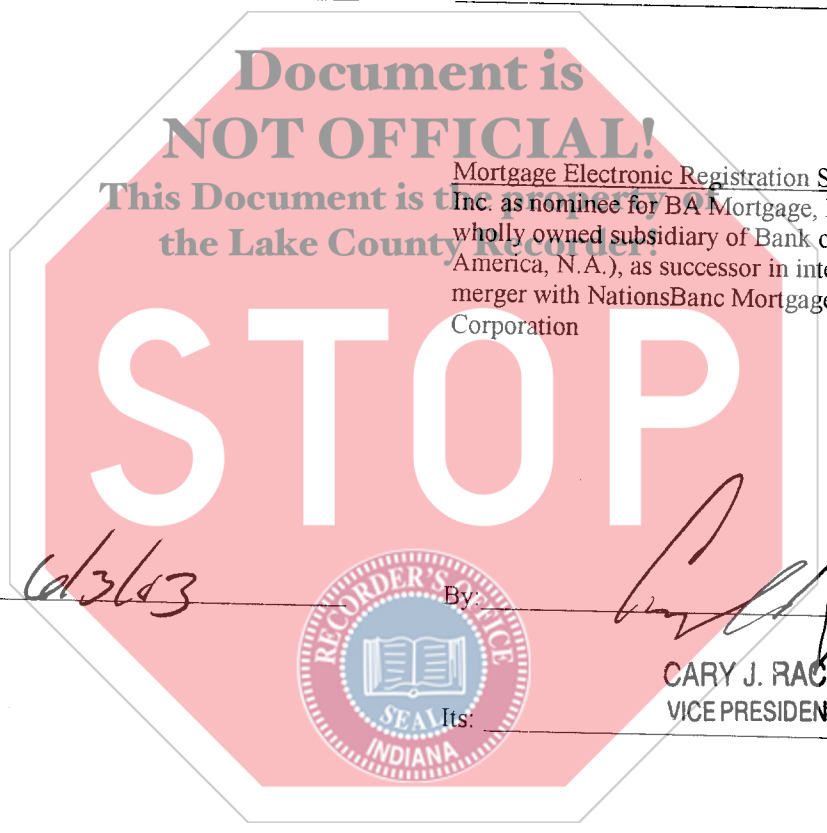
B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

Date 4-2-03 _____ (Seal)
William F. Binder, Jr. aka William Franklin Binder, Jr. -Borrower

Date 4-2-03 _____ (Seal)
Leslie A. Binder -Borrower

Date _____ (Seal)
-Borrower

Date _____ (Seal)
-Borrower



Mortgage Electronic Registration Systems, Inc. as nominee for BA Mortgage, LLC (a wholly owned subsidiary of Bank of America, N.A.), as successor in interest by merger with NationsBanc Mortgage Corporation (Seal) -Lender

Date 6/3/03 _____ By: _____ (Seal)
CARY J. RACZ
VICE PRESIDENT