26534... 11. 11.11.11.07

This Document Prepared By: Janice Lang ABN AMRO Mortgage Group, Inc. 7159 Corklan Dr Jacksonville, FL 32258

And After Recording Return To: David Obata c/o Law Offices of David J. Stern 801 S. University Dr, Suite 500 Plantation, FL 33324

Loan #1194319 DJS #02-92594



2341c7 1400/ [Space Above This Line For Recording]

LOAN MODIFICATION AGREEMENT

VA LOAN#LH587638

AAMG Mortgage Loan #1194319

This Loan Modification Agreement ("Agreement"), made 9th day of December 2002, between Kristine L. Miller, whose address is 732 E. 25th Place, Lake Station, Indiana, 46405 ("Borrowers") and ABN AMRO Mortgage Group, Inc., whose address is 7159 Corklan Drive, Jacksonville, Florida, 32258, ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), to Trustcorp Mortgage Company, in the original principal amount of \$45,900.00, dated June 24, 1999, filed June 29, 1999, in O. R. Document #99054001, as assigned to ABN AMRO Mortgage Group, Inc., filed June 12, 2001, as Document #2001045313, in the Public Records of Lake County, Indiana, 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 732 E. 25th Place, Lake Station, Indiana, 46405, the real property described being set forth as follows:

This Document is the property of the property as described in the mortgage referred to herein above

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):

As of **January 1**, 2003, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$48,186.94, consisting of the amount(s) loaned to the Borrower by the Lender and interest capitalized to date in the amount of \$3,451.41.

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 8.0%, from December 1, 2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$365.09, beginning on January 1, 2003, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2029 (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 ABN AMRO Mortgage Group, Inc., 7159 Corklan Drive, Jacksonville, FL, 32258, or at such other place as the Lender may require.

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.

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.

AAMG Loan No. 1194319/Miller Modification Agreement Page Two

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.

[Space Below This Line For Acknowledgments]	
Borrower's Acknowledgment	
Kristine L. Miller	Two Witness Signatures Are Required Witness #1 Signature MALLENE STUBB Witness #1 Print Name
STATE OF MAIAIN OT OFF COUNTY OF POSTER This Document is	
The foregoing instrument was acknowledged before a Kristine L. Miller, who produced ///claude De personally known to me.	ne this 18 day of December, 2002 by as identification or who(is fare)
Notary Seal) SUSAN K. TULLY Notary Public, State of Indiana County of Porter My Commission Expires 12/07/200	Notary Signature Notary Public Seal issued in Portice County Print Name: 5501 K Tully My Commission Expires: 12-7-2006
Lender's Ackn	SOUTH THE PARTY OF
ABN AMRO Mortgage Group, Inc. By: Mimi Clark Its: Assistant Vice President	Signature Anthony
(Corporate Seal)	Print Jame D. Jame Signature Signature
STATE OF FLORIDA COUNTY OF DUVAL The foregoing instrument was acknowledged before m Clark, as Assistant Vice President of ABN AMRO Mo identification or who is personally known to me. (Notary Seal) Date 1231/02	Print Name ne this 31 day of Ocem Bol, 2002 by Mimi ortgage Group, Inc. who produced self as Bold Hard Hard Hard Hard Hard Hard Hard Har



EXHIBIT "A"

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

THE WEST 1/2 HALF OF LOT 8 IN BLOCK 9, IN GARDEN ADDITION TO EAST GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 12, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

