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MORRIE REKONT

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MERS Telephone: (888) 679-6377

LOAN MODIFICATION AGREEMENT

(Providing for a Fixed Interest Rate)

This Loan Modification agreement ("Agreement"), made this 21st day of May , 2004 ,between Mark S Bishop, a married person.

Document is NOT OFFICIAL!

("Borrower") and

Irwin Mortgage Corporation Document is the property of

("Lender"), amends and

supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated September 17, 2003

, and recorded in Book or Liber Records of Lake County, Indiana

, of the at page(s) [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

5014 N Calhoun St Griffith, IN 46319 [Property Address]

the real property described being set forth as follows:

The North 75 feet of the South 150 feet of the East 265.5 feet of the Northwest Quarter of the Southwest Quarter of Section 36, Township 36 North, Range 9 West of the 2nd Principal Meridian, except the East 33 feet thereof, which is ebraced in Calhoun Street, in Lake County, Indiana.

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):

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- 1. As of May 21, 2004 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U. S. \$ 126, 128.00 , 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 6.250%. The Borrower promises to make monthly payments of principal and interest of U.S.\$ 776.60 , beginning on the 1st day of July , 2004 , and continuing thereafter on the same day of each month until principal and interest are paid in full. If on June 1, 2034 (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 10500 Kincaid Drive, Fishers, IN 46038 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.



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Вопоwer Mark S Bishop	Borrower	
Borrower	Воггожег	
Borrower		
	Borrower	
STATE of INDIANA COUNTY of LAKE)	
On MAY 21, 2004		\
state, personally appeared	, before me, the unde	ersigned, a Notary Public, in and for sai
	OP, a married person	
	Document is the proper	rty of
th	e Lake County Record	er!
mare subscribed to the whill	o me on the basis of satisfactory evide strument and acknowledged to me the , and that by his/her/their signature(s) on(s) acted, executed the instrument.	and 1/-1. /41
VITNESS my hand and official seal	. STER'S	KEVIN J. ZAREMBA
Ke- (12)	NOTARY C.	Lake County My Commission Expires
lotary Public in and for said County	and State	December 9, 2011
	SEAL THE	
	WOJANA TITE	
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