

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 JUN -3 AM 8:14

MORRIS W. CARTER  
RECORDER

When recorded mail to:  
First American Title  
Special Default Services  
P.O. Box 27670  
Santa Ana, CA 92799  
Attn: Alex Velazquez

2004 046143

1908230

Loan # 1003406

**LOAN MODIFICATION AGREEMENT**  
(PROVIDING FOR FIXED INTEREST RATE/CAPITALIZATION)

This Loan Modification Agreement ("Agreement"), made **April 9, 2004**,  
between **Samuel L. Jelks, Sr.** and **Joanne C. Jelks**

(Borrower) residing at **4127 Baring Avenue East Chicago, IN 46312**  
and CitiMortgage, Inc.  
(Lender) having offices at **5280 Corporate Drive, Frederick, MD 21701** and  
amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security  
Instrument") dated **April 1, 1998** and recorded on **April 6, 1998**

as Instrument Number **98-23978** in the Official  
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 **4127 Baring Avenue East Chicago, IN 46312**,  
the real property described being set forth as follows:

(SEE ATTACHED LEGAL DESCRIPTION)

*original loan amt @ 79,550.60*  
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):

1. As of **April 9, 2004**, the amount payable under the Note and Security  
Instrument (the "Unpaid Principal Balance") is U.S. **\$75,499.25**. 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 **\$8,513.32**, have been added to the indebtedness under the terms of the Note  
and Security Instrument and the loan reamortized over **360** months. When payments  
resume on **May 1, 2004**, the New Unpaid Principal Balance will be **\$84,012.57**

2. The Borrower promises to pay the New Unpaid Principal Balance, plus Interest, to the order of  
Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **7.875%**  
effective **April 1, 2004** (the "Interest Change Date") The Borrower promises to make  
monthly payments of principal and interest of U.S. **\$609.15** (which does not  
include any amounts required for Insurance and/or Taxes) beginning on **May 1, 2004**  
and continuing thereafter on the same day of each succeeding month until principal and interest are  
paid in full.

*20.00  
CR# 91932965  
cp*

If on **April 1, 2034** (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this agreement, the Borrower will pay those amounts in full on the Maturity Date. All other terms stated in the Note remain the same.

The Borrower will make such payments at Post Office Box 9481, Gaithersburg, MD 20898-9481, or at 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 the 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 the Security Instrument. If the Borrower fails to pay these prior to the expiration of this period, the Lender may invoke any remedies permitted by the 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, or is part of, the Note and 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.

6. It is mutually agreed that said security instrument shall continue a first lien upon the premise and that neither the obligation evidencing the aforesaid indebtedness nor the security instrument the same shall in any way be prejudiced by this agreement, but said obligation and security instrument and all the covenants and agreements thereof and the rights of the parties thereunder shall remain in full force and effect except as herein expressly modified.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered this agreement on the date above written.

4-20-04 Samuel L. Jelks, Sr.  
Date Borrower - Samuel L. Jelks, Sr.

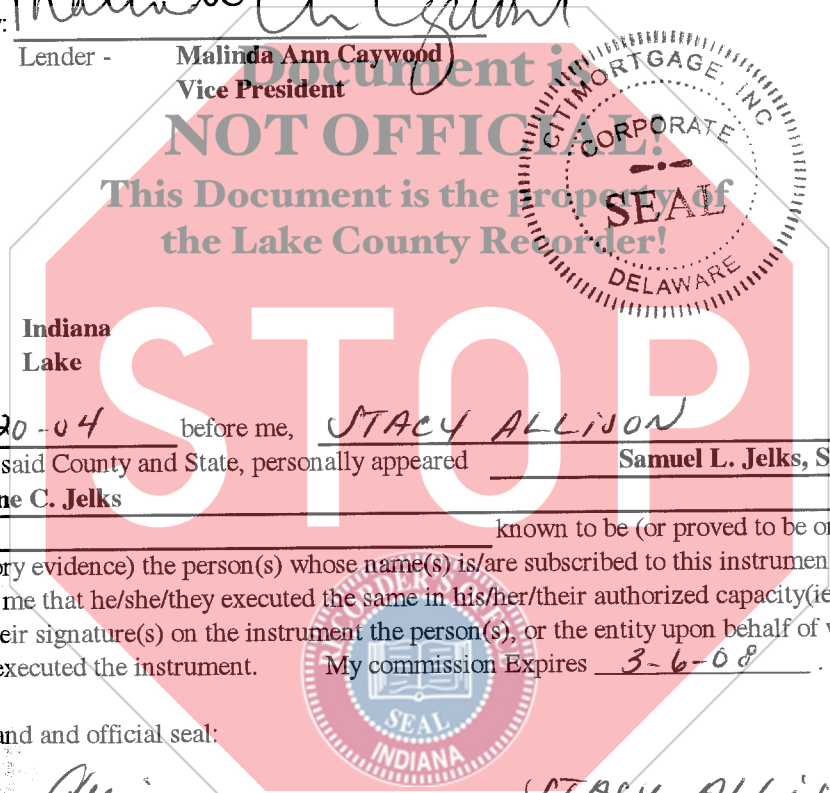
4-20-04 Joanne C. Jelks  
Date Borrower - Joanne C. Jelks

/ /  
Date Borrower -

/ /  
Date Borrower -

CitiMortgage, Inc.

4/28/04 By: Malinda Ann Caywood  
Date Lender - Malinda Ann Caywood  
Vice President

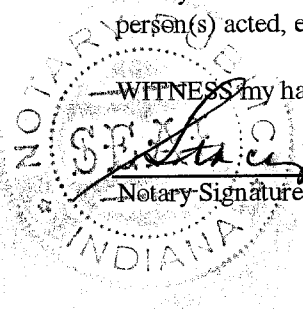


STATE OF Indiana  
COUNTY OF Lake

On 4-20-04 before me, STACY ALLISON, a Notary  
Public in and for said County and State, personally appeared Samuel L. Jelks, Sr.  
Joanne C. Jelks

known to be (or proved to be on the basis of satisfactory evidence) the person(s) whose name(s) is/are subscribed to this 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. My commission Expires 3-6-08.

WITNESS my hand and official seal:



Stacy Allison STACY ALLISON  
Notary Signature - Black Ink Only Notary Name (Typed or Printed)

STATE OF **Maryland**  
COUNTY OF **Frederick**

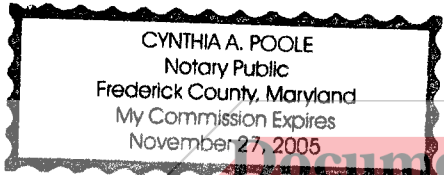
On 4/28/04 before me, **CYNTHIA A. POOLE**, a Notary Public in and for  
said County and State, personally appeared **Malinda Ann Caywood, Vice President**  
~~and~~ **g CitiMortgage, Inc.**

\_\_\_\_\_ known to be (or proved to be on the  
basis of satisfactory evidence) the person(s) whose name(s) is/are subscribed to this Loan Modification  
instrument that 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:

*Cynthia A. Poole*  
Notary Signature

**CYNTHIA A. POOLE**  
Notary Name (Typed or Printed)



Loan # 1003406  
Tax ID # 243000500033

**EXHIBIT "A"**

**THE NORTH ½ OF LOT 32 AND ALL OF LOTS 33 IN BLOCK 2 IN RESUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2<sup>ND</sup> PRINCIPAL MERIDIAN, IN THE CITY OF EAST CHICAGO, AS PER PLAT THEREOR, RECORDED IN PLAT BOOK 5, PAGE 3, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

**PAGE 5 OF 5**



**Servicer Loan #:** 1003406  
**Title #:** 1908230/IN  
**Borrower's name:** Samuel L Jelks Sr and Joanne C Jelks  
**Address:** 4127 Baring Avenue East Chicago IN 46312

This MODIFICATION AGREEMENT document was prepared by:

**CitiMortgage Inc.**  
**Loss Mitigation Department**  
**5280 Corporate Drive**  
**Frederick, MD 21703**  
**301-696-4487 phone/301-696-4473 fax**

  
Amber Chamberlain  
Date 5/5/04

