

LAKE COUNTY  
FILED FOR RECORD

2004 047332

2004 APR 13 10:00 AM

MORTGAGE

PREPARED BY:  
MOSS CODILIS, L.L.P.  
6560 Greenwood Plaza Boulevard, Suite 550  
Englewood, CO 80111

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Preparer: Cambria Serrano - Loss Mitigation

2925 Country Drive Ste 201  
St. Paul, MN 55117

18775594

Loan No. 0108993499

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### LOAN MODIFICATION AGREEMENT

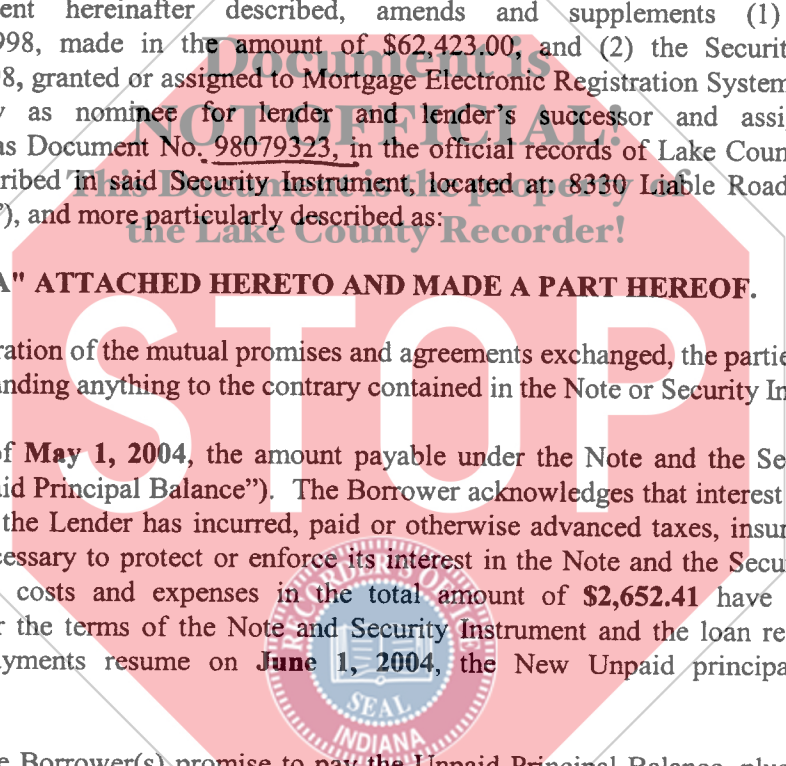
This Loan Modification Agreement ("Agreement"), made **April 5, 2004**, between **Thomas A. Horvatic II**, "Borrower(s)", residing at 8330 Liabile Road, Highland, Indiana, 46322, and **Aurora Loan Services, Inc. ("Lender") and Mortgage Electronic Registration Systems, Inc. ("mortgagee")** with offices at G4318 Miller Road, Flint, MI 48507, current holder of the Note and Security Instrument hereinafter described, amends and supplements (1) the Note dated September 30, 1998, made in the amount of \$62,423.00, and (2) the Security Instrument dated September 30, 1998, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for lender and lender's successor and assigns) and recorded October 7, 1998, as Document No. 98079323, in the official records of Lake County which covers the real property described in said Security Instrument, located at: 8330 Liabile Road, Highland, Indiana 46322 ("Property"), and more particularly described as:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

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 **May 1, 2004**, the amount payable under the Note and the Security Instrument is **\$58,995.78** ("Unpaid Principal Balance"). 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 **\$2,652.41** have been added to the indebtedness under the terms of the Note and Security Instrument and the loan reamortized over **293** months. When payments resume on **June 1, 2004**, the New Unpaid principal Balance will be **\$61,648.19**.

2. The Borrower(s) promise to pay the Unpaid Principal Balance, plus the interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of **7.500%** from **May 1, 2004**, and Borrower(s) promise to pay monthly payments of principal and interest in the amount of **\$459.31 (this figure does not include tax and insurance amounts)** beginning **June 1, 2004**, and on the same day of each month thereafter until the entire amount due and payable under the terms of the Note, Security Instrument and this Agreement are paid in full. If on **October 1, 2028**, ("Maturity Date"), Borrower(s) still owe amounts under the Note, Security Instrument or this Agreement, the Borrower(s) shall pay these amounts in full on the Maturity Date.



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Borrower(s) shall make the monthly payments described herein at Aurora Loan Services, Inc., 601 Fifth Avenue, P.O. Box 1706, Scottsbluff, NE 69363-1706 or at such other place that Lender may designate.

3. If all or any part of the Property or any interest therein is sold or transferred without Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums due under the Note, Security Instrument and this Agreement.

If Lender exercises this option, the Lender shall give the Borrower(s) notice of acceleration. The notice shall provide a period of not less than thirty days from the date the notice is delivered or mailed within which the Borrower(s) must pay all sums due under the Note, Security Instrument and this Agreement. If Borrower(s) fail to pay these sums prior to the expiration of this period, the Lender and Mortgagee may invoke any remedies permitted by the Note, Security Instrument and /or this Agreement without further notice or demand on the Borrower(s).

4. Borrower(s) will also comply with all other covenants, agreements, terms, conditions, and requirements of the Note and Security Instrument, including, without limitation, the Borrower's agreement to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower(s) are obligated to pay under the terms of the Note and Security Instrument, however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph one above.

- (a) all terms and provisions of the Note and Security Instrument (if any) providing for 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 wholly or partially incorporated into, or is a part of, the Note or Security Instrument and that contains any such terms or provision 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/or Security Instrument. Except as expressly provided in this Agreement, the Note and Security Instrument will remain unchanged and the Borrower, Lender and Mortgagee will be bound by, and comply with, all of the terms and provisions of the instruments, as amended by this Agreement.

BORROWER(S):

Thomas A. Horvatic II  
Thomas A. Horvatic II (Date)

Kim Benko  
WITNESS SIGNATURE  
(PRINT NAME) Kim Benko

Sara Horvatic  
WITNESS SIGNATURE  
(PRINT NAME) SARA HORVATIC

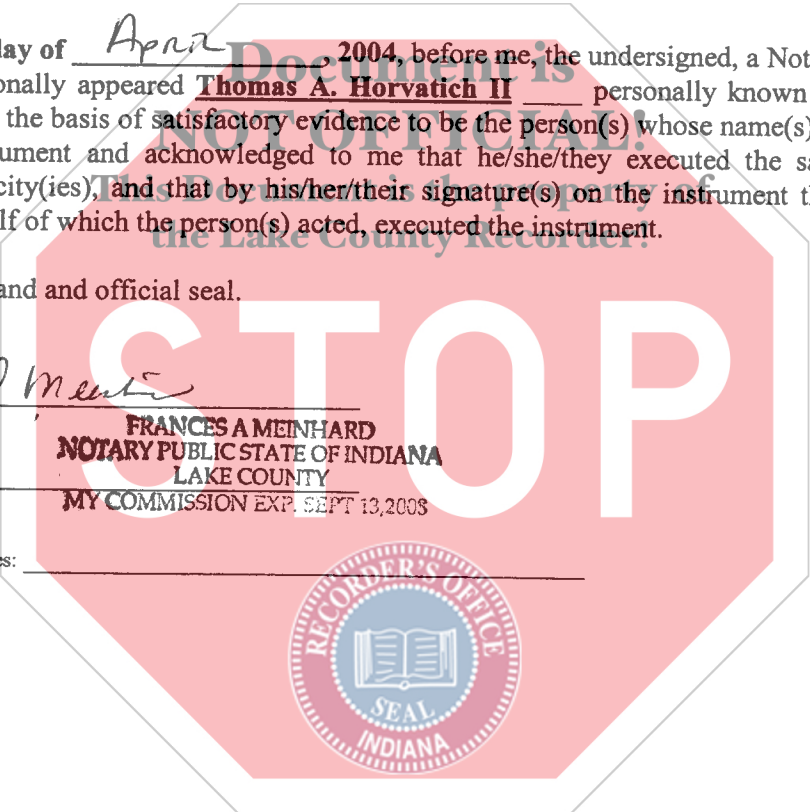
STATE OF Indiana )

COUNTY OF Lake )

On this 16<sup>th</sup> day of April, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas A. Horvatic II 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.

Frances A. Meinhard  
Signature of Notary  
Lake  
County of residence  
MY COMMISSION EXP. SEPT 13, 2008  
My Commission Expires: \_\_\_\_\_



AURORA LOAN SERVICES, INC., LENDER

BY: [Signature]  
**Cathy Jarboe**  
TITLE: Vice President

(CORPORATE SEAL)

[Signature]  
WITNESS SIGNATURE  
(PRINT NAME) Crystal VanGelder

[Signature]  
WITNESS SIGNATURE  
(PRINT NAME) Valeri Gomez

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MORTGAGEE)

BY: [Signature]  
**Richard T. Martin**  
TITLE: Vice President

(CORPORATE SEAL)

[Signature]  
WITNESS SIGNATURE  
(PRINT NAME) Anna Timblin

Document is NOT OFFICIAL!  
This Document is the property of the Lake County Recorder!  
[Signature]  
WITNESS SIGNATURE  
(PRINT NAME) April M Burnett

STATE OF NEBRASKA )

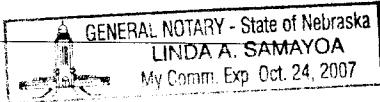
COUNTY OF SCOTTS BLUFF )

On this 20<sup>th</sup> day of May, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **Cathy Jarboe**, Vice President AURORA LOAN SERVICES, INC., LENDER and **Richard T. Martin**, Vice President MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC (MORTGAGEE),  
\_\_\_\_\_ 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 signatures(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.

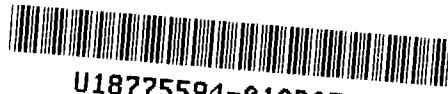
[Signature]  
Signature of Notary

My Commission Expires: \_\_\_\_\_



**Exhibit "A"**

THE NORTH 86.43 FEET OF THE EAST 190 FEET OF THE FOLLOWING DESCRIBED REAL ESTATE. THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2<sup>ND</sup> PRINCIPAL MERIDIAN DESCRIBED AS BEGINNING AT A POINT 827.11 FEET NORTH OF THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 165.43 FEET; THENCE WEST 333.14 FEET; THENCE SOUTH 165.43 FEET; THENCE EAST 333.19 FEET TO THE POINT OF BEGINNING, ALL IN THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA.



**U18775594-010R05**

LOAN MODIF AGREE  
LOAN# 0103993499  
US Recordings

