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LAKE COUNTY
FILED FOR RECORD

2004 003145

2004 SEP 12 10:00 AM

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

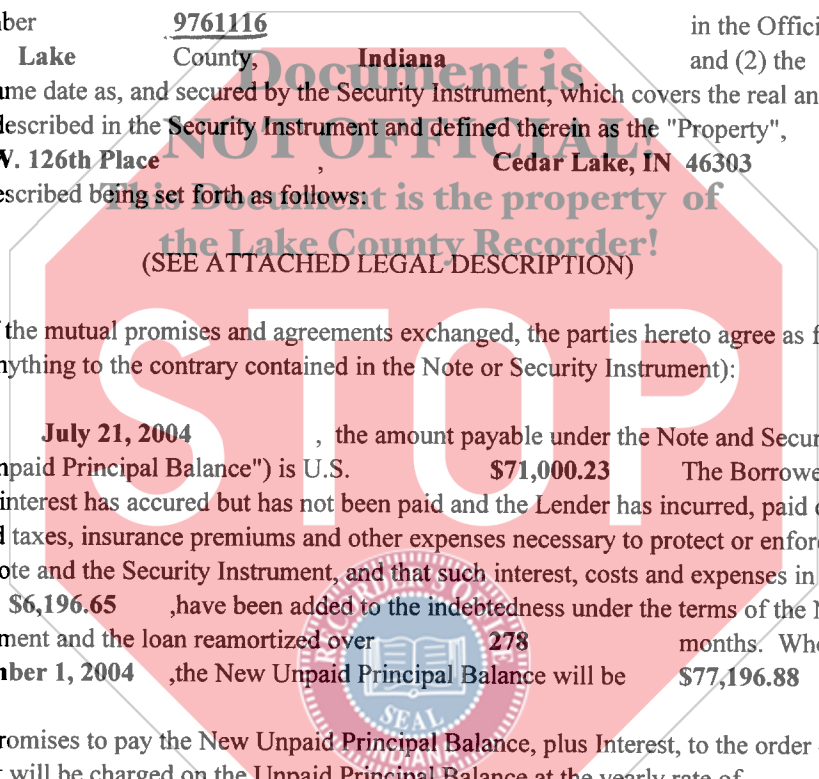
1997329

Loan # 577796015

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

This Loan Modification Agreement ("Agreement"), made **July 21, 2004**,
between **Henry Walkowiak III** and **Christa Walkowiak**
Married
(Borrower) residing at **8110 W. 126th Place Cedar Lake, IN 46303**
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 **September 3, 1997** and recorded on **September 12, 1997**

as Instrument Number **9761116** 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 **8110 W. 126th Place Cedar Lake, IN 46303**,
the real property described being set forth as follows:



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 **July 21, 2004**, the amount payable under the Note and Security
Instrument (the "Unpaid Principal Balance") is U.S. **\$71,000.23**. 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 **\$6,196.65**, have been added to the indebtedness under the terms of the Note
and Security Instrument and the loan reamortized over **278** months. When payments
resume on **September 1, 2004**, the New Unpaid Principal Balance will be **\$77,196.88**
- 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 **6.500%**
effective **August 1, 2004** (the "Interest Change Date"). The Borrower promises to make
monthly payments of principal and interest of U.S. **\$537.98** (which does not
include any amounts required for Insurance and/or Taxes) beginning on **September 1, 2004**
and continuing thereafter on the same day of each succeeding month until principal and interest are
paid in full.

#92037686
#92039995
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If on **October 1, 2027** (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 sums 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.

8-10-04
Date

[Signature]
Borrower - Henry Walkowiak III

8/10/04
Date

[Signature]
Borrower - Christa Walkowiak

Date

Borrower -

Date

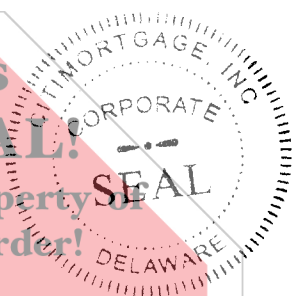
Borrower -

CitiMortgage, Inc.

8/24/04
Date

By: [Signature]
Lender - Malinda Ann Caywood
Vice President

NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!



STATE OF Indiana
COUNTY OF Lake

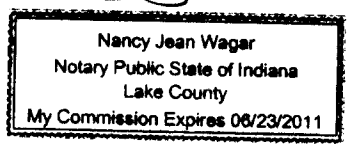
On 8-10-2004 before me, NANCY JEAN WAGAR, a Notary Public in and for said County and State, personally appeared Henry Walkowiak III
Christa Walkowiak

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 6-23-2011.

WITNESS my hand and official seal:

[Signature]
Notary Signature - Black Ink Only

NANCY JEAN WAGAR
Notary Name (Typed or Printed)

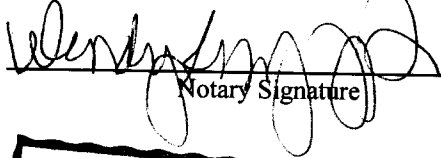


STATE OF **Maryland**
COUNTY OF **Frederick**

On 8/24/04 before me, WENDY A. NALBORCZYK, a Notary Public in and for
said County and State, personally appeared Malinda Ann Caywood, Vice President
and 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:


Notary Signature

WENDY A. NALBORCZYK
Notary Name (Typed or Printed)

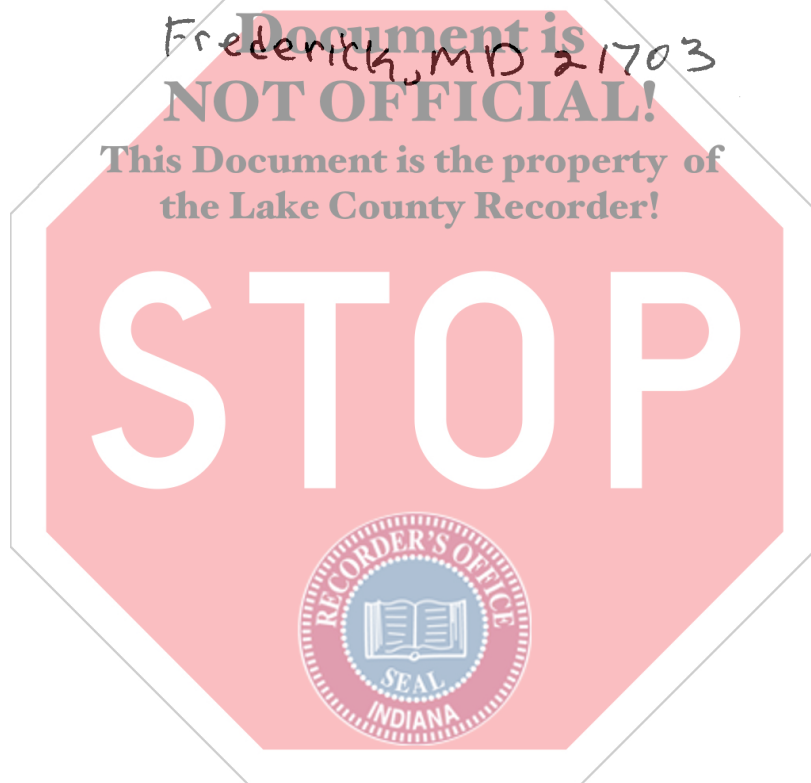
Page 4 of 5

WENDY A. NALBORCZYK
Notary Public
Frederick County
MARYLAND
My Commission Expires July 01, 2008



PART OF THE S 15 ACRES OF THE N 38 ACRES OF THE E HALF OF THE NE QTR.
OF SECTION 22, TOWNSHIP 34 N, RANGE 9 W OF THE 2ND PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS: BEGINNING 1138.62 FT S OF THE NE CORNER OF SAID
SECTION 22, THENCE W IN THE CENTER LINE OF HOLLYWOOD DR. 398.88 FT TO
POINT OF BEGINNING, THENCE CONTINUING W 126.18 FT, THENCE N 250 FT TO
POINT IN CENTER OF WONDER DR., WHICH IS 515.05 FT W OF THE E LINE OF
SAID SECTION, THENCE E 126.18 FT, THENCE S 250 FT MORE OR LESS, TO
PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA. KEY NO. 24-8-53

Prepared By: Citimortgage, Inc.
5280 Corporate Drive
Frederick, MD 21703



page 5 of 5

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2004 MAR 15 AM 9:20

CLERK OF COURT
US DISTRICT COURT
N. DISTRICT OF INDIANA

In The Matter Of:
HENRY WALKOWIAK
CHRISTA WALKOWIAK

Loan Number: 577796015
Case Number: 03-65289

REAFFIRMATION AGREEMENT

We HENRY WALKOWIAK and CHRISTA WALKOWIAK (Debtors), the undersigned, hereby reaffirm the original Note and Mortgage (or Deed of Trust) dated 09/03/97, and hereby promise(s) and agree(s) to pay CitiMortgage, Inc. the unpaid principal balance of \$71,000.23, still due and owing on our home mortgage (Account # 577796015), not with standing my application for bankruptcy on 10/30/03 in the United States Bankruptcy Court Northern District of Indiana, Hammond Division, case #03-65289.

The undersigned further promise(s) and agree(s) to pay such items as required in the Mortgage (or Deed of Trust) in such amounts as may be determined from time to time by CitiMortgage, Inc. or its successors.

Debtor(s) do hereby waive a discharge of the debt owing to CitiMortgage, Inc. to the full extent of said liability as set forth above.

Debtor(s) hereby reaffirm the mortgage and note described herein and further agree and promise to be personally bound by all of the terms and conditions set forth in said mortgage and note and specifically reaffirm all terms, conditions, covenants and provisions therein.

The debt reaffirmed herein remains fully secured by the mortgage on real property located at 8110 W 126TH PL, CEDAR LAKE, IN 46303.

This reaffirmation agreement represents a fully informed and voluntary agreement by the debtor(s) and does not impose an undue hardship on the debtor(s) or a dependent of the debtor(s).

THIS REAFFIRMATION AGREEMENT IS NOT REQUIRED UNDER TITLE 11 OF THE UNITED STATES BANKRUPTCY CODE, UNDER NON-BANKRUPTCY LAW, OR UNDER ANY AGREEMENT NOT IN ACCORDANCE WITH SECTION 524(C) OF THE BANKRUPTCY CODE.

THE DEBTOR(S) UNDERSTAND THAT THIS AGREEMENT MAY BE RESCINDED BY THE DEBTOR(S) AT ANY TIME PRIOR TO DISCHARGE OR WITHIN SIXTY (60) DAYS AFTER THIS AGREEMENT IS FILED WITH THE COURT, WHICHEVER OCCURS LATER, BY GIVING WRITTEN NOTICE OF RESCISSION TO THE HOLDER OF THIS CLAIM.

Date: 2/4/04

Christa Anna Walkowiak
Debtor(s)

CitiMortgage, Inc.

[Signature]
Brodit Kiser

Debtor(s)

Encl. 201-696-4473

2004 MAR 15 AM 9:21

OFFICE OF THE CLERK
U.S. BANKRUPTCY COURT
N. DISTRICT OF INDIANA

DECLARATION OF ATTORNEY

I, KEVIN SCHMIDT, the attorney for the Debtor(s) in the above captioned Bankruptcy proceedings, declare that I represented the Debtor(s) during the negotiation of the foregoing Agreement and that said Agreement represents a fully informed and voluntary agreement by the Debtor(s) and that the Agreement does not impose any undue hardship on the Debtor(s) or a dependent of the Debtor(s).

K Schmidt
ATTORNEY FOR DEBTOR(S)

*Calls are randomly monitored and recorded to ensure quality service.

