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When Recorded Return To: *mpg*
First American Title Company
P.O. Box 27670
Santa Ana, CA 92799 *19166463*
Attn: Special Default Services Division

Mail Tax Statement To:
Transamerica
6053 S. Fashion Square Drive
Suite 200
Murray, UT 84107 *2004 093842*

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 NOV -3 AM 11:11

Mail Stop: JAXA1070
Loan # 8453387832/SULLIVAN
Investor Loan #1676133556

MORRIS W. CARTER
RECORDER

(Space Above This Line for Recording Data)

LOAN MODIFICATION AGREEMENT PROVIDING FOR FIXED INTEREST RATE

This Loan Modification Agreement ("Agreement"), made this 29TH day of JULY, 2004 between JAMES R. SULLIVAN AND MARY C. SULLIVAN, HUSBAND AND WIFE, ("Borrower") residing at 2035 WEST 75TH PLACE UNIT 14, MERRILLVILLE, INDIANA 46410, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") as nominee for WASHINGTON MUTUAL BANK, FA, ("LENDER") with an address of c/o 7301 Baymeadows Way, Jacksonville, FL 32256, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated FEBRUARY 9, 2001, recorded FEBRUARY 15, 2001, as DOCUMENT NO. 2001-010969, in the Official Records of the Recorder of LAKE County, State of INDIANA, in the original principal sum of \$105,000.00 and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real personal property described in the Security Instrument and defined therein as the "Property", located at 2035 WEST 75TH PLACE UNIT 14, MERRILLVILLE, INDIANA 46410 the real property described being set forth as follows:

LEGAL ATTACHED HERETO AND MADE A PART HERE OF
PARCEL ID NUMBER: 15-740-4

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. The unpaid principal balance of this Mortgage prior to the execution of the Loan Modification Agreement was \$101,967.50. As of AUGUST 1, 2004, the amount payable under the Note and the Security Instrument the ("Unpaid Principal Balance") is U.S. \$108,755.88, 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 or as Lender directs. Interest will be charged on the unpaid balance at the rate of 7.000%, as defined in the Note, commencing AUGUST 1, 2004 and Borrower agrees to make monthly payments of principal and interest in the amount of \$723.56 commencing on SEPTEMBER 1, 2004 and each and every month thereafter on the same day of each succeeding month until the principal and interest are fully paid. If on AUGUST 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 these amounts in full on the Maturity date.

The Borrower will make such payments at P.O. Box 34150, San Antonio, TX. 78265 or at such other place as the Lender may require.

MERS# 1000150 0010833317 1

VRU#888-679-6377


17.00
1.00
ck
over
92071029


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.

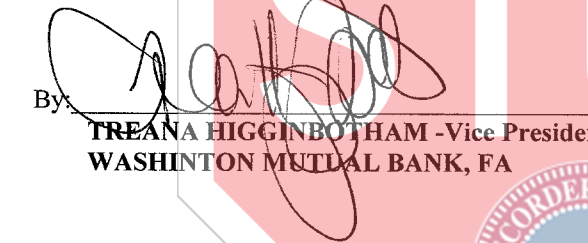
If the Lender exercises this option, the lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails 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.
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.

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

By: 
JAMES R. SULLIVAN - Borrower

By: 
MARY C. SULLIVAN - Borrower

By: 
TREANA HIGGINBOTHAM - Vice President
WASHINGTON MUTUAL BANK, FA



RECORDER'S OFFICE
SEAL
INDIANA

(Space Below This Line for Acknowledgments)

**** NOTARY FOR BORROWER**

STATE OF Indiana

COUNTY OF Lake

On August 5th, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **JAMES R. SULLIVAN** and **MARY C. SULLIVAN** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to be 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.

Halley Burton

My Commission Expires: _____ MY COMMISSION EXPIRES: JULY 30, 2011

**** NOTARY FOR LENDER**

STATE OF FLORIDA
COUNTY OF DUVAL

On 13th August 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **TREANA HIGGINBOTHAM**, Vice President, respectively, of **Washington Mutual Bank, FA**, as authorized signatory for Mortgage Electronic Registration Systems, Inc. ("MERS"), personally known to me (or proved to me on the basis of satisfactory evidence), whose name is subscribed to be within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Elizabeth Wielgus

My Commission Expires: 6/2/08

This instrument was prepared by:

Washington Mutual Bank, FA
Colondra Brown
Default Specialist II
7301 Baymeadows Way
Jacksonville, FL 32256
Mail Stop: JAXA1070

Elizabeth Wielgus
Commission # DD325364
Expires June 2, 2008

Bonded Troy Fain - Insurance, Inc. 800-385-7019

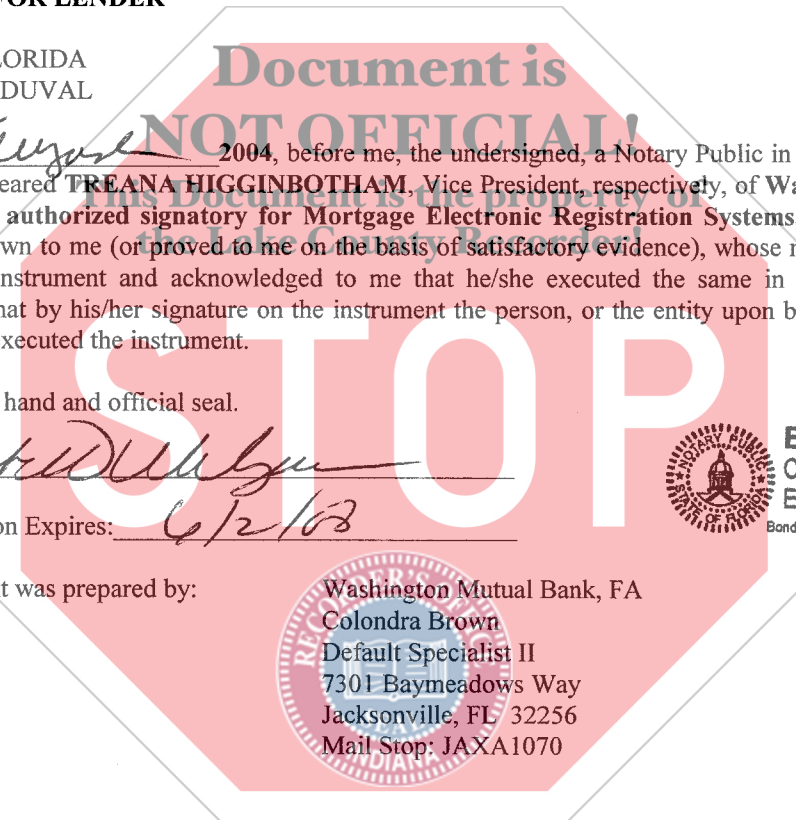


Exhibit "A"

UNIT 14, IN BUILDING 1 OF BROOKSTONE ESTATES CONDOMINIUM, A HORIZONTAL PROPERTY REGIME, ESTABLISHED UNDER THE DECLARATION OF CONDOMINIUM OF BROOKSTONE ESTATES CONDOMINIUM RECORDED JUNE 12, 2000 AS DOCUMENT NO. 2000 041264, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 8 PAGE 73, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON AREAS APPERTAINING THERETO.

