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Please Return To:
Wachovia Mortgage Corporation
NC 4723
1100 Corporate Center Drive
Raleigh, NC 27607

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2004 NOV -5 AM 9:22

MORRIS W. CARTER
RECORDER

2004 094576

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LOAN MODIFICATION AGREEMENT
(To Modify Fixed Interest Rate - "GOLDEN ONE™ Float-Down")
29

This Loan Modification Agreement ("Agreement"), made as of **October 21, 2004**, between

JAMES M. JACOBS and **AIMEE J. JACOBS**

("Borrower"), residing at

5709 Arrowhead Court, Schererville, IN 46375

and **WACHOVIA MORTGAGE CORPORATION**, with a principal place of business at 1100 Corporate Center Drive, Raleigh, North Carolina 27607-5066, ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated **May 7, 2004** and recorded in

May 13, 2004
Document# 2004 039197

Book or Liber _____, at Page(s) _____,

of the County Recorders _____ Records of _____ Lake _____ and
(Name of Records) _____ (County and State, or other Jurisdiction)

(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

5709 Arrowhead Court, Schererville, IN 46375

the real property described being set forth as follows:

See Legal Description Attached Hereto And Incorporated Herein

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 **October 21, 2004**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$ 201,600.00**, 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 **5.8750%** from **November 1, 2004**. The Borrower promises to make monthly payment of principal and interest of U.S. **\$1,198.72** beginning on the **1st** day of **December, 2004**, and continuing thereafter on the same day of each succeeding 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 Wachovia Mortgage Corporation, 214 N. Hogan Street, 8th Floor, Jacksonville, FL 32202 or at such other place as the Lender may require.

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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.

By the execution of this modification the construction rider is terminated, is no longer valid and shall be of no further force and effect, provided however, that any causes of action, claims or rights of the Lender which accrue before said date shall continue unaffected and undiminished by such termination. (Lender's signature is on next page)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Modification Agreement and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____ (Seal) *James M. Jacobs* Borrower
 _____ (Seal) *Aimee J. Jacobs* Borrower
 _____ (Seal) _____ (Seal) Borrower
 _____ (Seal) Borrower

(Space Below This Line For Acknowledgement)

STATE OF INDIANA, LAKE COUNTY ss

On this 29TH day of OCT, 2004, before me, the undersigned, a Notary Public in and for said County, personally appeared

JAMES M. JACOBS and **AIMEE J. JACOBS**

and acknowledged the execution of the foregoing instrument.

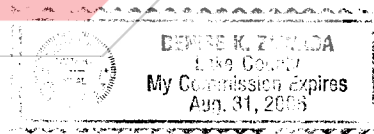
Witness my hand and official seal .

My Commission Expires:

8/31/06
This instrument was prepared by:
PATTI EASON



Denise K. Zawada
Notary Public **DENISE K. ZAWADA**



IN WITNESS WHEREOF, Lender has executed this Agreement under seal as of this date:

Signed, sealed and delivered in the presence of:

WACHOVIA MORTGAGE CORPORATION

Tracey Frederick
Witness

BY: Chuck Schroyer (SEAL)
CHUCK SCHROYER
As Its Duly Authorized Vice President

Patricia Eason
Witness

STATE OF FLORIDA, COUNTY OF DUVAL ss. Jacksonville

On the 21st day of October, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared

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

CHUCK SCHROYER, Vice President
of Wachovia Mortgage Corporation, a North Carolina corporation, on behalf of the corporation. He is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and he acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, he acted on behalf of the corporation, and executed the instrument as its duly authorized Vice President.

My Commission Expires 10/21/07

(This area for Official Notarial Seal)

Tonya Michelle Curry (SEAL)
Notary Public



Tonya Michelle Curry
MY COMMISSION # DD255384 EXPIRES
October 2, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

