

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 000747

2005 JAN - 5 PM 3:07

After recording, return to: *mp6*  
First American Title/Loan Modification Division  
3 First American Way  
Santa Ana, CA 92707 *2156374*

MICHAEL A. CROWAN  
RECORDER

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") is made as of the 9<sup>th</sup> day of November 2004 between DEANNA M GARZA (referred to jointly and severally as "Borrower") and Midfirst Bank ("Lender") amends and supplements (1) the Mortgage (as now or hereafter supplemented, modified and/or amended, the "Mortgage") dated July 27, 2001 and recorded on August 03, 2001 in Instrument No. 2001-61441 of the Records of the Recorder of LAKE County, Indiana, and (2) the Promissory Note (as now or hereafter supplemented, modified and/or amended, the "Note") bearing the same date as and secured by, the Mortgage, which covers the real and personal property described in the Mortgage and defined therein as the "Property," located at 7542 MONTANA AVE, HAMMOND, IN 46323, the legal description of the Property being set forth as follows:

**LOT 29, IN BLOCK 3, IN TRI-STATE MANOR ADDITION UNIT TWO, TO THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 31, PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

**Parcel #263605050029**

AGREEMENT

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 Mortgage):

1. As of October 01, 2004, the total amount payable under the Note and the Mortgage (the "Unpaid Balance") is U.S. \$90,094.83, consisting of an outstanding principle balance of \$84,607.51, accrued unpaid interest of \$3,172.80, and escrow shortage of \$2,314.52.

*2/10*  
*# 92129116*  
*18*

*183*

2. The Borrower promises to pay the Unpaid Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Balance at the yearly rate of 7.500% from October 01, 2004 until paid in full. The Borrower promises to make monthly payments of principle and interest of U.S. \$650.59 beginning on the 1<sup>st</sup> day of November, 2004 and continuing thereafter on the same day of each succeeding month until principle and interest are paid in full. In addition, Borrower will pay an escrow contribution each month on each such payment date. The current escrow contribution is \$239.60 per month. The initial monthly principle and interest payment plus escrow contribution will be \$890.19 (subject to escrow changes). If on August 01, 2031 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Mortgage as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at the address provided in the Note or at such other place as the Lender may require.

3. The Borrower also will comply with all other covenants, agreements, and requirements of the Mortgage, 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 Mortgage; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

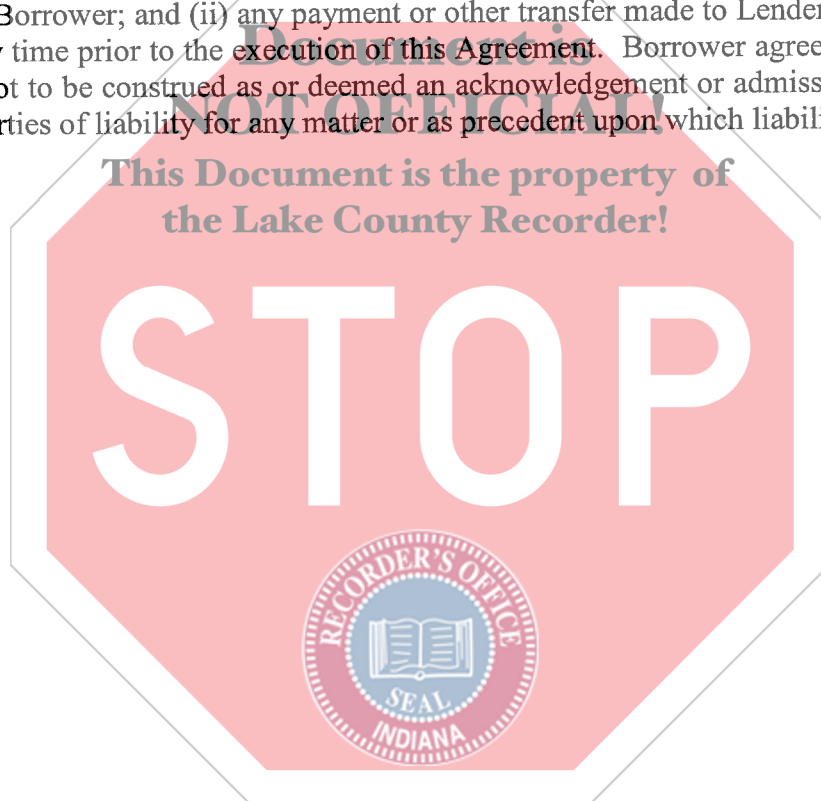
- (a) all terms and provisions of the Note and Mortgage (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Mortgage and that contains any such terms and provisions as those referred to in (a) above.

4. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Mortgage. Except as otherwise specifically provided in this Agreement, the Note and Mortgage 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.

5. Lender's agreement to this Agreement shall in no way be deemed to be a waiver of Lender's rights and remedies by reason of any default by Borrower under the Note and Mortgage as herein modified, including without limitation future payment defaults, and nothing contained herein shall be deemed to be a waiver by Lender of any terms or conditions of the Note and Mortgage as modified herein. Nothing

herein shall constitute an agreement by Lender to any future modification of the Note and Mortgage and Lender expressly reserves the right to refuse to agree to any future modifications.

6. As an express inducement to Lender's agreement to this Agreement, Borrower, jointly and severally, hereby unconditionally releases Lender, its legal representatives, successors and assigns (collectively the "Released Parties") from any and all claims, demands, actions, damages and causes of actions which Borrower has asserted or claimed or might now or hereafter assert or claim against all or any of the Released Parties, whether known or unknown, arising out of, related to or in any way connected with or based upon any Prior Related Event (as such term is hereinafter defined). As used herein, the term "Prior Related Event" shall mean any act, omission, circumstance, agreement, loan, extension of credit, transaction, transfer, payment, event, action or occurrence between or involving Borrower or Borrower's property and all or any of the Released Parties and which was made or extended or which occurred at any time or times prior to the execution of this Agreement, including without limiting in any respect the generality of the foregoing: (i) any action taken on or prior to the execution of this Agreement to obtain payment of any indebtedness or to otherwise enforce or exercise any right or purported right of Lender as a creditor or Borrower; and (ii) any payment or other transfer made to Lender by or for the account of Borrower at any time prior to the execution of this Agreement. Borrower agrees and acknowledges that this release is not to be construed as or deemed an acknowledgement or admission on the part of any of the Released Parties of liability for any matter or as precedent upon which liability may be asserted.



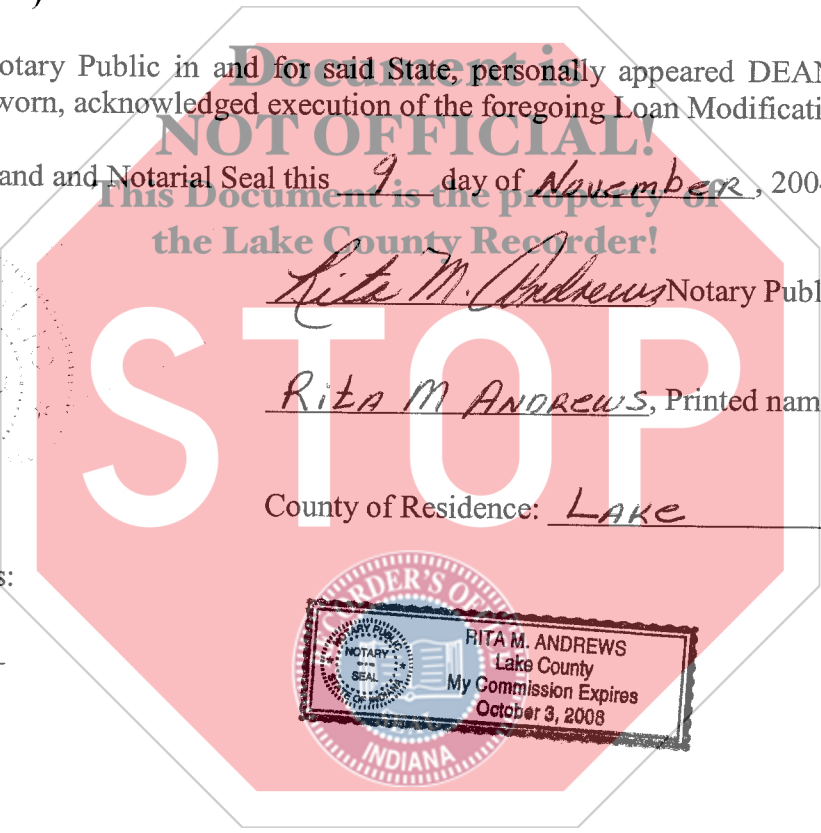
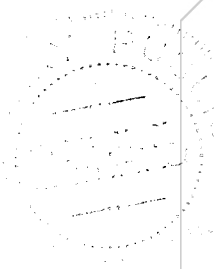
*Deanna M Garza*  
DEANNA M GARZA

Acknowledgement

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF LAKE        )

Before me, a Notary Public in and for said State, personally appeared DEANNA M GARZA, who, having been first duly sworn, acknowledged execution of the foregoing Loan Modification Agreement.

WITNESS my hand and Notarial Seal this 9 day of November, 2004.



*Rita M. Andrews* Notary Public

RITA M ANDREWS, Printed name of notary

County of Residence: LAKE

My Commission Expires:

Oct. 3, 2008



Midfirst Bank:

By: [Signature]



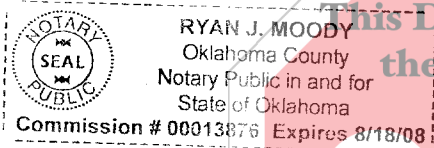
Printed: Craig Parker

Title: Vice President  
(Lender)

STATE OF OKLAHOMA )  
 ) SS:  
COUNTY OF Oklahoma )

Before me, a Notary Public in and for said State, personally appeared Craig Parker, the Vice President of Midfirst Bank, who, having been first duly sworn, acknowledged execution of the foregoing Loan Modification Agreement as its duly authorized officer.

WITNESS my hand and Notarial Seal this 2nd day of December, 2004.



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

Ryan J. Moody, Notary Public  
Ryan J. Moody, Printed name of notary  
County of Residence: Oklahoma

My Commission Expires:

8/18/08

STOP



This instrument prepared by Michelle Gray  
Midfirst Bank  
999 NW Grand Blvd, Suite 100  
Oklahoma City, OK 73118-6116