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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 004103

2005 JAN 20 AM 11:44

MICHAEL A. DOWD  
RECORDER

Recording Requested by  
**Countrywide Home Loans, Inc.**

AND WHEN RECORDED MAIL TO:

Countrywide Home Loans, Inc.  
1800 Tapo Canyon Road SV2-116  
Simi Valley, CA 93063  
Attn: **EMMA LYNN FASSBENDER**  
CLD Deficiency Department  
DOC. ID#: **000567217552005N**

Space Above for Recorder's Use

**LOAN MODIFICATION AGREEMENT TO THE  
MORTGAGE (LINE OF CREDIT)**

**This Document is the property of the Lake County Recorder**

MIN#: 100015700039065178

This Loan Modification Agreement (the "Agreement"), made this **28th** day of **December**, **2004** between **MATTHEW T CARTON, AND AMANDA J FURTEK**, (the "Borrowers") and **Countrywide Home Loans, Inc.**, ("Lender") and **Mortgage Electronic Registration Systems, Inc.** ("Mortgagee") amends and supplements that certain **MORTGAGE (LINE OF CREDIT)** dated **July 07, 2004** and granted or assigned to **Mortgage Electronic Registration Systems, Inc.**, as mortgagee of record (**solely as nominee for Lender and lender's successors and assigns, P.O. Box 2026, Flint, Michigan 48501-2026**) and recorded on **July 13, 2004** as Instrument Number **2004 058727** in the Official Records of the **LAKE** County, State of **INDIANA** (the "Security Instrument"), and covering the real property specifically described as follows:

This property is more commonly known as:

**37 LILAC COURT  
SCHERERVILLE, IN 46375**

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

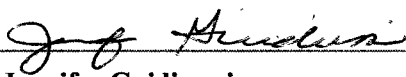
- **TO ADD THE LEGAL DESCRIPTION TO THE MORTGAGE**

The Borrowers shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument.

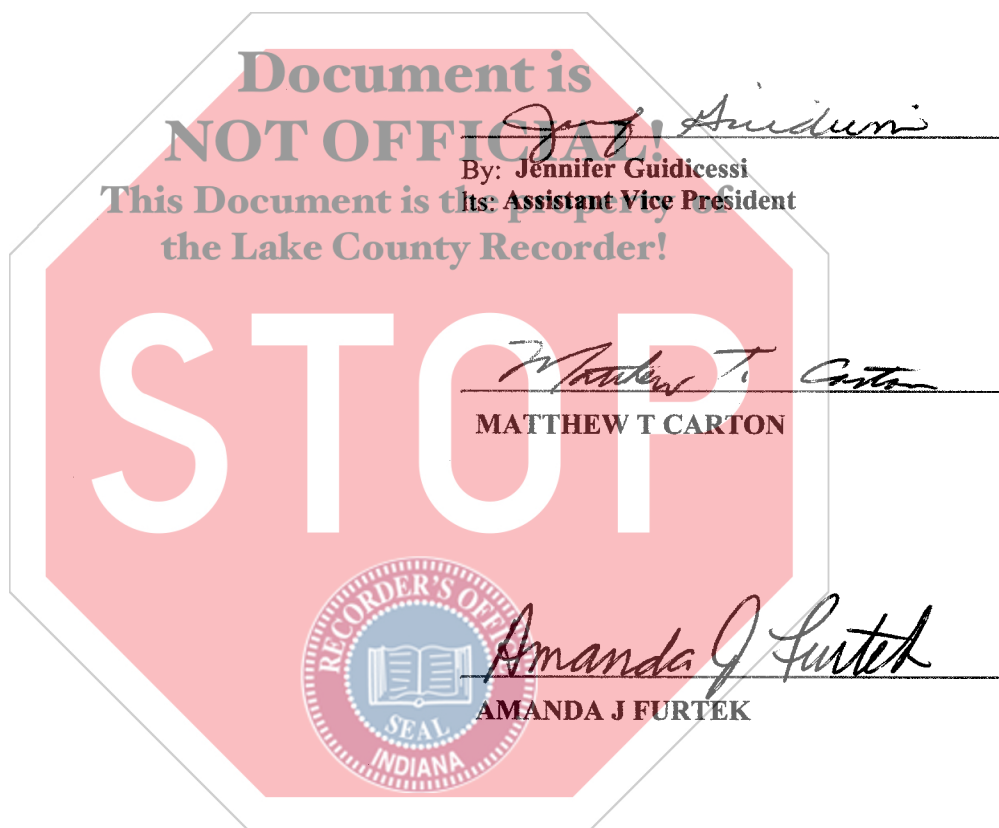
Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrowers and Countrywide Home Loans, Inc. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a second lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.

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Countrywide Home Loans, Inc.

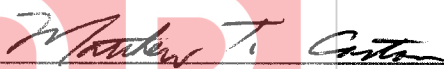
  
By: Jennifer Guidicessi  
Its: Assistant Vice President


Mortgage Electronic Registration




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

  
By: Jennifer Guidicessi  
Its: Assistant Vice President

  
MATTHEW T CARTON

  
AMANDA J FURTEK



(ALL SIGNATURES MUST BE ACKNOWLEDGED)

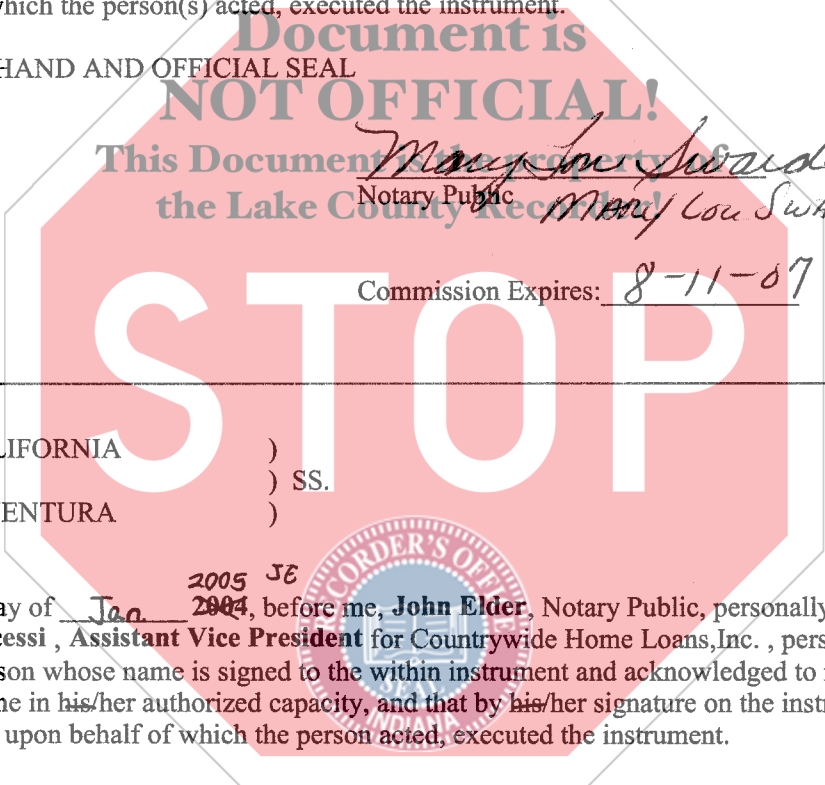
STATE OF Indiana )  
 ) SS.  
COUNTY OF Lake )

On this 7 Day of January 2005, BEFORE ME,

Mary Lou Swardson  
(Notary Public) MARY LOU SWARDSON

personally appeared, **MATTHEW T CARTON, AND AMANDA J FURTEK**, 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 foregoing 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

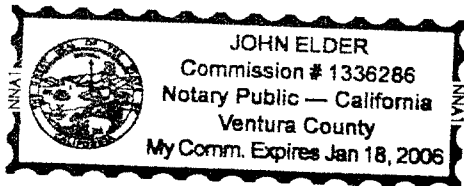


(SEAL)

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF VENTURA )

On this 14 day of Jan, ~~2004~~ <sup>2005</sup> JE, before me, **John Elder**, Notary Public, personally appeared **Jennifer Guidicessi**, **Assistant Vice President** for Countrywide Home Loans, Inc., personally known to me to be the person whose name is signed to the 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.



(SEAL)

[Signature]  
Notary Public

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

**January 18, 2006**

STATE OF CALIFORNIA

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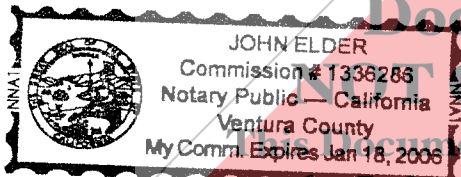
COUNTY OF VENTURA

) SS.

)

On this 14 day of Jan. <sup>2005 JE</sup>~~2004~~, before me, **John Elder**, Notary Public, personally appeared **Jennifer Guidicessi**, Assistant Vice President for Mortgage Electronic Registration, personally known to me to be the person whose name is signed to the 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL.

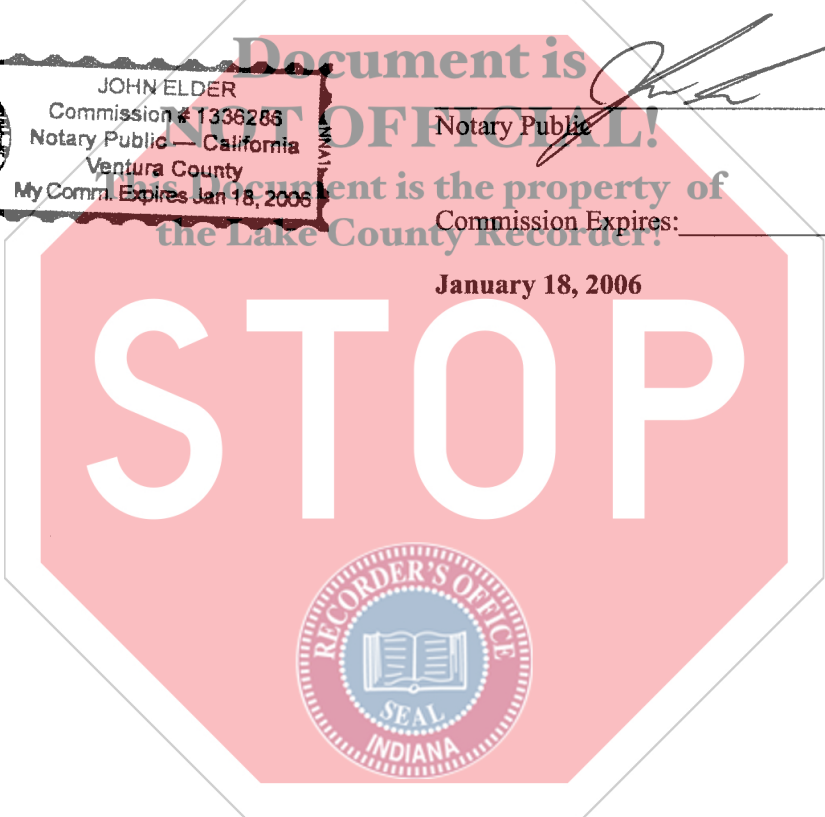


*John Elder*  
Notary Public

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

(SEAL)

January 18, 2006



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Unit 4, 31 Lilac Court, C and H Lilac Court Plum Creek Townhomes Association, Inc., also known as C and H Lilac Court, Plum Creek Condominiums, Inc., also known as C and H Lilac Ct. Plum Creek Condominiums and also known as C and H Condominiums, Inc., a Horizontal Property Regime as created by a Declaration of Condominium ownership and easements, restrictions and covenants recorded December 28, 1983 as Document No. 736234 and as amended by amendment to Declaration of Condominium recorded January 8, 1984 as Document Numbers 740334 and 740335 and amended by Second Amendment to Declaration of Condominium recorded September 14, 1984 as Document Numbers 772574 and 772575, in the Recorder's Office of Lake County, Indiana, and the undivided interest in the common elements appertaining thereto.

