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THIS INSTRUMENT PREPARED BY:  
Rhonda G. Williams PTX 137  
6400 Legacy Drive, Plano, TX 75024

2005 045779

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2005 JUN -3 PM 1:50

When recorded mail to:  
LSI - North Recording Division  
5029 Dudley Blvd  
McClellan, CA 95652  
(800) 964-3524 1350689

MICHAEL A. [unclear]  
RECORDED

LOAN NUMBER: 77437582A  
MIN: 1000157-0004193766-1

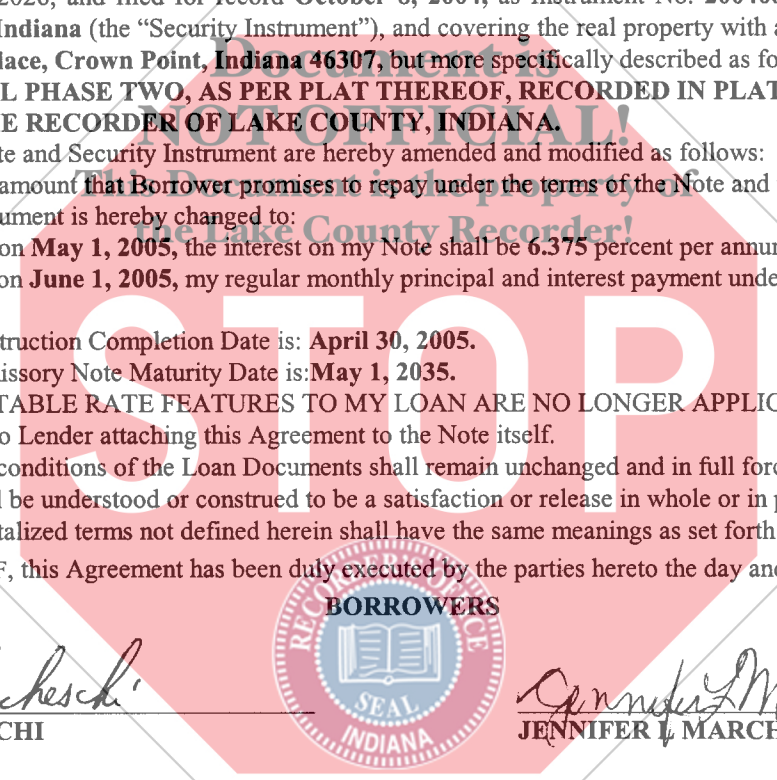
ASSESSOR PARCEL NUMBER: 9-520-9  
MERS Phone: 1-888-679-6377

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**MODIFICATION AGREEMENT TO NOTE AND MORTGAGE**

This Modification Agreement (the "Agreement") is made as of **April 14, 2005**, between **JOHN R MARCHESCHI and JENNIFER L MARCHESCHI, HUSBAND AND WIFE** (the "Borrowers") and Countrywide Home Loans, Inc., ("Lender"), Mortgage Electronic Registration Systems, Inc., ("Mortgagee"), and amends and supplements that certain Note and that certain Mortgage dated **September 30, 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 filed for record **October 8, 2004**, as Instrument No. **2004086534**, in Deed Records of Lake County, State of Indiana (the "Security Instrument"), and covering the real property with a common street address of: **12460 Pennsylvania Place, Crown Point, Indiana 46307**, but more specifically described as follows: **LOT 39 IN PINE HILL PHASE TWO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 93 PAGE 71, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

1. The terms of the Note and Security Instrument are hereby amended and modified as follows:
    - a. the principal amount that Borrower promises to repay under the terms of the Note and that is secured by the Security Instrument is hereby changed to:
    - b. commencing on **May 1, 2005**, the interest on my Note shall be **6.375** percent per annum.
    - c. commencing on **June 1, 2005**, my regular monthly principal and interest payment under the Note shall be **\$1,535.49**.
    - d. the new Construction Completion Date is: **April 30, 2005**.
    - e. the new Promissory Note Maturity Date is: **May 1, 2035**.
    - f. **THE ADJUSTABLE RATE FEATURES TO MY LOAN ARE NO LONGER APPLICABLE.**
  2. Borrower consents to Lender attaching this Agreement to the Note itself.
  3. All other terms and conditions of the Loan Documents shall remain unchanged and in full force and effect. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.
- IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.



*John R. Marcheschi*  
\_\_\_\_\_  
JOHN R MARCHESCHI

*Jennifer L. Marcheschi*  
\_\_\_\_\_  
JENNIFER L MARCHESCHI

Please see Page 2 for Notary Acknowledgement for Borrowers

cf # 4037047  
1200  
AB

LOAN NUMBER: 77437582  
MIN: 1000157-0004193766-1

ASSESSOR PARCEL NUMBER: 9-520-9  
MERS Phone: 1-888-679-6377

(Continued)

**MODIFICATION AGREEMENT TO NOTE AND MORTGAGE**

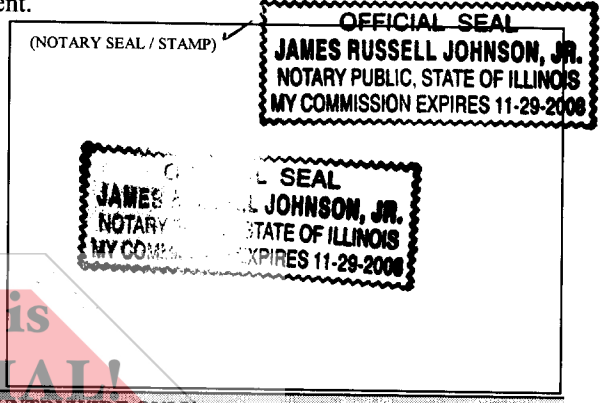
Notary Acknowledgement for Borrowers

State of  ILLINOIS

County of  COOK

On April 25th 2005, before me, the undersigned Notary Public, personally JOHN R MARCHESCHI and JENNIFER L MARCHESCHI, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the individuals, or the entity upon behalf of which the individuals acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL



Notary Signature James Russell Johnson Jr  
James Russell Johnson Jr

My Commission Expires 11-29-08

PLEASE DO NOT WRITE BELOW - COUNTRYWIDE ONLY

This Document is the property of  
the Lake County Recorder

Notary Acknowledgement for Lender and Mortgagee

Countrywide Home Loans, Inc., and  
Mortgage Electronic Registration Systems, Inc.

Stephen M Heintz  
Stephen M Heintz, Vice President

State of Texas  
County of Collin

On April 28, 2005, before me, the undersigned Notary Public, personally appeared Stephen M Heintz, Vice President, Countrywide Home Loans, Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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

Notary Public Rhonda G Williams  
Rhonda G. Williams

