

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 047146

2005 JUN -8 PM 12:50

MICHAEL A. BROWN
RECORDER

Prepared by Zachary Young
Re: 1989127532
FHA: 151-6807866-703

WHEN RECORDED MAIL TO:
First American Title 2169493
P.O. Box 27670
Santa Ana, CA 92799 MP6
Attn: Recording Dept.

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the First day of NOVEMBER, 2004, between LOURDES SMITH, Single ("Borrower") and Chase Manhattan Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") to TRUSTCORP MORTGAGE COMPANY, AN INDIANA CORPORATION, dated JULY 26, 2002, and recorded as instrument number 2003-026747 on AUGUST 1, 2002, of the Records of LAKE County, and subsequently assigned to Chase Manhattan Mortgage Corporation by assignment and recorded as instrument number 2003-026747 on MARCH 14, 2003, of the Records of LAKE County, (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located at 2700 FAYETTE STREET, LAKE STATION, INDIANA 46405, with the original principal balance U.S. \$85,700.00, and the principal balance before the loan modification being U.S. \$84,131.92, the real property described being set forth as follows:

LOTS 44, 45, 46 AND 47 IN BLOCK 9 IN FIRST SUBDIVISION TO EAST GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 7 PAGE 9, IN THE OFFICE OF THE RECORDER LAKE COUNTY, INDIANA.

A. P. No.: 14-19-0056-0048

ASSESSOR'S PARCEL NUMBER: 141900560048

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Loan Documents):

1. As of NOVEMBER 1, 2004, the amount payable under the Loan Documents is U.S. \$88,645.97 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Maturity Date of the above referenced Note has not been amended from AUGUST 1, 2032.
3. 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 yearly rates as specified below:
 - (a) The rate of 7.250% for the payments due from DECEMBER 1, 2004 through and including AUGUST 1, 2032.
4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:
 - (a) Monthly payments of \$618.84 for the payments due from DECEMBER 1, 2004 through and including AUGUST 1, 2032. If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this Agreement, the Borrower will pay such amounts in full on the Maturity Date.

OK # 92268927
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The Borrower will make such payments at P.O. Box 78920,
Phoenix, AZ 85062-8920, or at such other place as the Lender may require.

5. 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 the Loan Documents. 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 the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.
6. The Borrower also will comply with all other covenants, agreements, and requirements of the Loan Documents, 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 Loan Documents; 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 Loan Documents (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 affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.
7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents 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.

Beverly Robison
Witness 1 Signature

BEVERLY ROBISON
Printed Name of Witness

[Signature]
Witness 2 Signature

Susan S. Chubb
Printed Name of Witness



Loures Smith
LOURDES SMITH

[Signature]

ACKNOWLEDGEMENT

STATE OF INDIANA
COUNTY OF LAKE

Before me, a Notary Public, in and for said County, personally appeared the above named LOURDES SMITH who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at Merrillville IN, this 22 day of November, 2004.

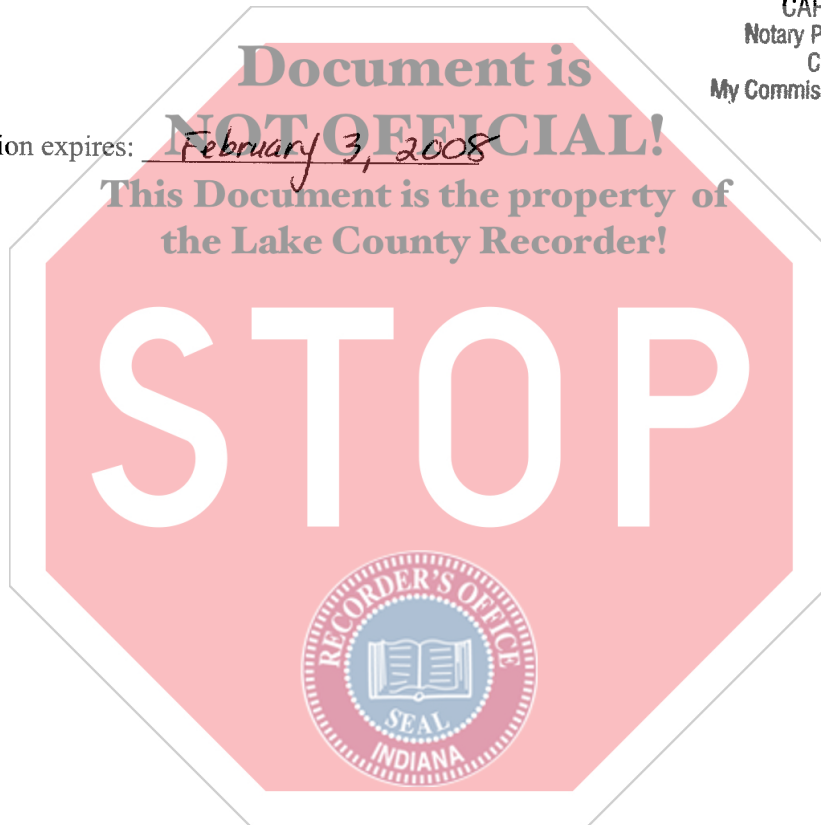
Caroline Zonder
Notary Public

Printed Name Caroline Zonder

County: Porter

CAROLINE ZONDER
Notary Public, State of Indiana
County of Porter
My Commission Expires Feb. 3, 2008

My commission expires: February 3, 2008



Chase Manhattan Mortgage Corporation

Denise Fardus
Witness 1 Signature

Denise Fardus
Printed Name of Witness

Tiffany Ragland
Witness 2 Signature

Tiffany Ragland
Printed Name of Witness

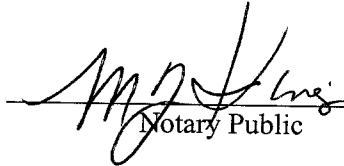
Wendy Peters
Wendy Peters
Assistant Vice President



STATE OF OHIO
COUNTY OF FRANKLIN

Before me, a Notary Public, in and for said County, personally appeared Wendy Peters, to me known and known to the person who, as an Assistant Vice President of Chase Manhattan Mortgage Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Columbus, Ohio, this 25th day of January, 2005


Notary Public

Printed Name MJ Hines

County: Franklin



My commission expires

Document is
NOT OFFICIAL!

Document is the property of
the Lake County Recorder!

STOP



DOCUMENT CORRECTION AGREEMENT

AGREEMENT TO CORRECT MISSTATED OR PROVIDE ADDITIONAL DOCUMENTATION OR FEES: In consideration of **Lender** disbursing funds for the closing of the **Loan** secured by the **Property** being encumbered, and regardless of the reason for any loss, misplacement, or inaccuracy in any **Loan** documents, **Borrower(s)** agrees as follows: If any document is lost, misplaced, misstated or inaccurately reflects the true and correct terms and conditions of the **Loan**, upon request of the **Lender**, **Borrower(s)** will comply with **Lenders** request to execute, acknowledge, initial and delivery to **Lender** any documentation **Lender** deems necessary to replace or correct the lost, misplaced, misstated or inaccurate document(s). If the original promissory note is replaced, the **Lender** hereby indemnified the **Borrower(s)** shall be referred to as "Replacement Documents". **Borrower(s)** agrees to deliver the Replacement Documents within ten (10) days after receipt by **Borrower(s)** of a written request for such replacement. **Borrower(s)** also agrees that upon request **Borrower(s)** will supply additional amounts and/or pay to **Lender** any additional sum previously disclosed to **Borrower(s)** as a cost or fee associated with the **Loan**, which for whatever reason was not collected at closing.

REQUEST BY LENDER: Any request; under this Agreement may be made by the **Lender**, (including assignees and persons acting on behalf of the **Lender**) or **Settlement Agent**, and shall be prima facie evidence of the necessity for same. A written statement addressed to **Borrower(s)** at the address indicated in the **Loan** documentation shall be considered conclusive evidence of the necessity for Replacement Documents.

FAILURE TO DELIVER REPLACEMENT DOCUMENTS CAN CONSTITUTE DEFAULT: If the **Loan** is to be guaranteed by the Department of Veterans Affairs ("VA") or insured by the Federal Housing Administration ("FHA"), **Borrower(s)** failure or refusal to comply with the terms of the correction request May constitute a default under the note and/or deed of trust, any may give **Lender** the option of declaring all sums secured by the **Loan** documents immediately due and payable.

BORROWER LIABILITY: If **Borrower(s)** fails or refuses to execute, acknowledge, initial and delivery the Replacement Documents or provide the Additional Documents or Fees to **Lender** more than (10) days after being requested to do so by **Lender**, and understanding that **Lender** is relying on these representations, **Borrower(s)** agree(s) to be liable for any and all loss or damage which **Lender** reasonable sustains thereby, including, but not limited to all reasonable attorney's fees and costs incurred by **Lender**.

This agreement shall survive the closing of the **Loan**, and insure to the benefit of the **Lender's** successors and assigns and be binding upon the heirs, devisees, personal representatives, successors and assigns of **Borrower(s)**.


LOURDES SMITH

