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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 047151

2005 JUN -8 PM 12:50

MICHAEL A. BROWN
RECORDER

(Space Above this Line For Recording Data)

FHA Case # 151-6676768
Loan # 0002662344

MPG 2151492

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the 21st day of March, 2005 between SANDRA Y. MCCAIN ("Borrower(s)") and M&T Mortgage Corp, One Fountain Plaza Buffalo, NY ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Secured Debt (the "Security Instrument") to M&T Mortgage Corporation dated March 15, 2002 and Recorded, in Book _____, Page _____, Instrument No. 2002027535 County of Lake, State of Indiana and (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 8014 Chase Place, Merrillville, Indiana 46410 with the original principal balance of U.S. \$99,799.00, with pre-modification principal of U.S. \$96,783.29, the real property described set forth as follows:

SEE ATTACHED SCHEDULE 'A'

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

1. As of April 1, 2005, the amount payable under the combined Loan Documents is U.S. \$105,521.94 (the "Unpaid Principal Balance") 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 been amended from April 1, 2032 to April 1, 2032 ("Maturity Date").

-> First American Title Co.

Initial SM Initial _____ Initial _____ Initial _____
ck # 92268926
JO
AS

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 the yearly rate of 6.375% from April 1, 2005.

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 \$683.36 for the payments due from May 1, 2005 through and including April 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.

The Borrower will make such payments at M&T Mortgage Corporation, P.O. Box 444, Buffalo, NY 14240-0444 or at such 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 payment 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

(a) 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.

Initial SM Initial _____ Initial _____ Initial _____

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.

BORROWER

Sandra McCain
SANDRA Y. MCCAIN

Resides at:
8014 Chase Place, Merrillville, Indiana 46410

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

On the 7th day of APRIL in the year 2005 before me, the undersigned, personally appeared SANDRA Y. MCCAIN 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 acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted executed the instrument.

Cristina Figueroa
Notary Public – signature
CRISTINA FIGUEROA
Print name



Affix Seal

My commission expires: **CRISTINA FIGUEROA**
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY
MY COMMISSION EXP. SEPT 6, 2007

County of Residence: LAKE

LENDER

M&T Mortgage Corporation (Seal)
LENDER

By *Judith M. Palmer*
Judith M. Palmer, Officer
M&T Mortgage Corporation
Residential Mortgage

-----[Space Below This Line For Acknowledgments]-----

LENDER

State of New York
County of ERIE

On the 19 day of APRIL in the year 2005 before me, the undersigned, personally appeared

Judith M. Palmer personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Clarke Fulkerson
Notary Public

CLARKE FULKERSON
01FU6071415
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 3/18/06



County of Residence: ERIE



SCHEDULE A

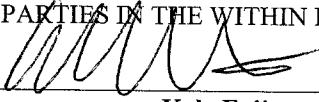
LOT 50 IN LINCOLN GARDENS THIRD, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 35 PAGE 33, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

A. P. No.: 08-15-0360-0050



STATEMENT OF PREPARATION

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY ONE OF THE PARTIES IN THE WITHIN INSTRUMENT.



Kyle Fujimura
Modification Specialist
First American Title
3 First American Way
Santa Ana, CA 92707

