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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
INDYMAC BANK, F.S.B. 2005 048288)
C/O CARMENCITA MANZANO)
3465 EAST FOOTHILL BLVD., 2ND FLOOR)
PASADENA, CA 91107)
Loan No. 3302657)

2005 JUN 13 4:00 PM

MICHAEL J. ...
RECORDER

Space above for Recorder's Use

MODIFICATION AGREEMENT

(Short Form)

This Modification Agreement ("Agreement") is made as of MAY 25, 2005, by WILLIE DAVIS AND LATRICIA DAVIS, HUSBAND AND WIFE

("Borrower") and INDYMAC BANK, F.S.B., a federally chartered savings bank, SUCCESSOR IN INTEREST TO ("Lender").

Factual Background

A. Under a construction loan agreement dated APRIL 05, 2004 (the "Construction Loan Agreement"), Lender agreed to make a loan (the "Loan") to Borrower. Capitalized terms used here without definition have the meanings given to them in the Construction Loan Agreement.

B. The Loan is evidenced by a (Fixed Rate/ Adjustable / Balloon) Note, (the "Note") dated APRIL 05, 2004, made payable to Lender in the stated principal amount of \$ 152,000.00. The Note is secured by a Deed of Trust dated APRIL 05, 2004 (the "Security Instrument") executed by Borrower as Trustor, to Lender as Beneficiary. The Security Instrument was recorded on APRIL 12, 2004 in the Official Records of LAKE County, State of INDIANA as Instrument No. 2004 - 029191. The Security Instrument encumbers certain property located in LAKE County, State of INDIANA, as more particularly described in Exhibit "A" attached to this Agreement (the "Property"). The street address of the Property is as follows: 9620 MADISON STREET CROWN POINT, IN 46307

C. As used here, the term "Loan Documents" means the Loan Agreement, the Note, the Security Instrument, and any other documents executed in connection with the Loan, including those which evidence, guarantee, secure or modify the Loan, as any or all of them may have been amended to date.

D. Lender and Borrower have agreed to modify the Loan as provided in a long form Modification Agreement (the "Modification Agreement") of the same date as this Agreement. This Agreement and the Modification Agreement are Loan Documents.

TICOR TITLE INSURANCE

920310141

DDS-GR6

1 of 3

Handwritten initials: te, 16c, OP

Agreement

Therefore, Borrower and Lender agree as follows:

1. The Modification Agreement is incorporated in this Agreement by this reference, the same as though set forth here in full.

2. The Loan is amended on the terms and subject to the conditions of the Modification Agreement. Among other things, the Required Completion Date set forth in the Construction Loan Agreement is extended from MAY 05, 2005 to JULY 05, 2005 .

3. The Loan is amended on the terms and subject to the conditions of the Modification Agreement. Among other things, the principal amount of the Note is now increased to \$ 172,000.00 .

4. The Security Instrument is modified to secure payment and performance of the Loan as amended to date, in addition to all other secured obligations as therein stated.

Willie Davis 5/28/05
WILLIE DAVIS DATE

Latricia Davis 5/28/05
LATRICIA DAVIS DATE



INDYMAC BANK, F.S.B.,
a federally chartered savings bank

By: Maureen McMorrow
Name: Maureen McMorrow
Title: Assistant Secretary

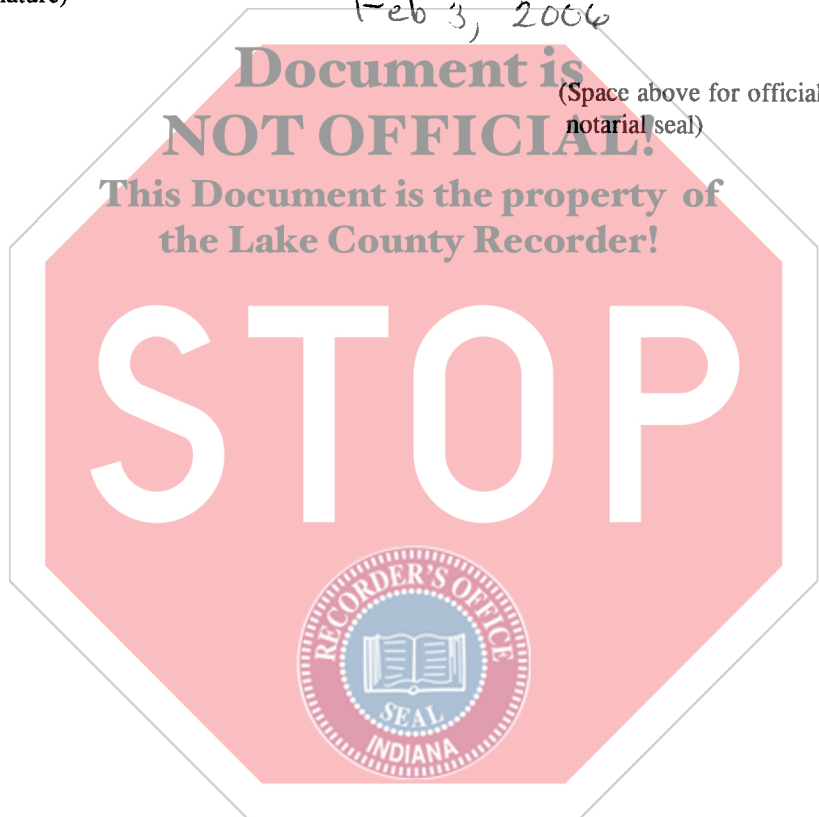
ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF Lake)

On May 28, 2005 before me, _____
Delores Williams, [a Notary Public in and for the State of IN.], personally
appeared Willie Davis
[and Latricia Davis], 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 within instrument and
acknowledged to me that [he/she/they] executed the same in [his/her/their] authorized [capacity/capacities], 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.

Delores Williams Commission Expires
(Signature) Feb 3, 2006



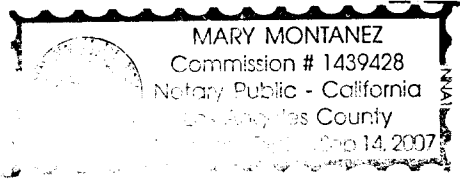
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On June 2, 2005 before me, Mary Montanez, Notary Public,
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)
personally appeared Maurleen McManis,
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(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 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
[Signature]
Signature of Notary Public



OPTIONAL
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney-in-Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____