

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 008895 2006 FEB -8 AM 8:39
NOTE AND MORTGAGE MODIFICATION AND EXTENSION AGREEMENT

MICHAEL A. BROWN
RECORDER LOAN#007179134

THIS AGREEMENT is made and entered into this 21st day of January, 2004 by and between FIRST COLLATERAL SERVICES, INC. as assignee of THE MONEY CENTRE, INC. (hereinafter collectively referred to as "Lender") and GERTRUDE KINSEY, hereinafter known as (Borrower (s)).

WHEREAS, Lender and Borrower (s) entered into a loan ("Loan") on April 14, 2000, evidenced by a Note ("Note") and secured by a Security Instrument (Security Instrument") in the form a Mortgage Instrument No. 2003121834, recorded in the Official Records of the COUNTY OF LAKE, STATE OF INDIANA ON 11/14/2003, and

WHEREAS, Lender is entitled to enforce the terms of the Loan and to receive payments under the Note including the final payment on the Note which is due and payable on April 19, 2019; and

WHEREAS, Borrower (s) now desires to: A) extend the maturity date of the Note and Security Instrument until January 19, 2024, which is based on a full amortization of 20 years. B) reduce the interest rate on the loan from 2.9% to a fixed rate of 8.00%, and modify the terms of said Loan from a 30 due in 15 balloon loan with changes as specified in the original note, to a fully amortized 20 year fixed rate loan in accordance with the terms specified below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Lender and Borrower agree as follows:

1. **PROMISE TO PAY.** Borrower promises to pay Lender the current outstanding principal balance of \$31,129.76 together with interest calculated on the outstanding balances thereof at the annual rate of charge of 8.00% until paid in full over a term of 240 months, plus four payments of deferred interest in the amount of \$1,348.64. Borrower (s) will make payments as agreed in the Schedule of Payments shown below until the Loan is repaid in full. Any payments will be applied first to interest due to the date of the actual payments and the remainder, if any, to the outstanding principal amount. Borrower (s) understands that the final payment may be higher or lower than shown below if Borrower (s) does not pay on the scheduled due dates and because of any deferred interest due at that time. This is because the amount of interest due is a lower amount if Borrower (s) pays early and higher amounts if Borrower (s) pays late. It is expressly understood and agreed that adjustments would be made if necessary, to avoid payment of charges in excess of those allowed by law.

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After Recording Send to:
Steel Mountain Capital
3190 S. Wadsworth Blvd Ste 150
Lake Wood, CO 80227

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BB

2. **PAYMENT SCHEDULE.** This Loan is repayable in installments beginning on the first due date shown below and each like date of each month thereafter. If there is no like date, installments are due on the last day of each preceding month. Borrower's Payment Schedule will be as follows for principal and interest payments only. Any other agreements for collection of taxes and insurance or other impounded accounts will be per a separate agreement, which is attached hereto as part of this Modification Agreement.

<u>No. of Payments</u>	<u>Amount of Payments</u>	<u>Due Monthly Beginning</u>
180	\$260.38 P&I	2/19/2003

3. **PREPAYMENT.** Borrower (s) may prepay the outstanding principal amount and interest calculated to the date of prepayment in accordance with the terms of the original Note.

4. **LATE CHARGES.** Late charges will be assessed in accordance to the terms of the original Note, a copy of which is attached with this Modification Agreement.

5. **DELINQUENT INTEREST.** Effective as of the date of this Agreement, the principal indebtedness evidenced by the Note and this Agreement will include any amounts advanced by Lender on Borrower (s)'s behalf and for delinquent interest accrued in accordance with the terms of the Note.

6. **SECURITY INSTRUMENT.** Lender and Borrower (s) agree the Security Instrument described above will continue to secure all obligations to Lender under the Note as modified by this Agreement. Nothing in this Agreement will affect or impair Lender's security interest in, or lien priority on, the property described as Security Instrument, and/or be construed to be a novation, satisfaction or a partial or total release of the Note or Security Instrument. In addition, Borrower (s) authorizes Lender to sign documents in Borrower (s)'s name (s) and to file and/or record such documents as appropriate to protect and preserve Lender's security interest.

8. **COMPLETE TRANSACTION.** Except as expressly modified by this Agreement, all terms of the Note and Security Instrument remain in full force and effect. By signing below, Lender and Borrower (s) acknowledge there are no additional terms or agreements between them, oral or written.

9. **NON-WAIVER.** This Agreement does not constitute a limitation or waiver of Lender's rights to prohibit, or restrict, any future modifications requested by Borrower (s) or to enforce any rights or remedies contained in the Note and Security Instrument.

10. **OTHER TERMS.** If any terms of this Agreement are deemed invalid or unenforceable, or otherwise affect the lien priority of the Security Instrument, this Agreement shall immediately terminate and the original terms of the Note and Security Instrument shall apply to the Loan.

LENDER AND BORROWER (S) AGREE AND ACCEPT THE TERMS OF THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

By signature below, borrower acknowledges receipt of a copy of this agreement .

Borrower

Gertrude Kinsey
Gertrude Kinsey

STATE OF Indiana)
COUNTY OF Lake) : SS

On this 13th day of February, 2007, before me personally appeared Gertrude Kinsey, to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Patricia A. Merino
Notary Public

Notary Public - State of Indiana
My Commission Expires:
June 6, 2007

My Commission Expires:

6-6-2007



Lender

First Collateral Services

BY: *London C. Merkle*

Title: *President*

STATE OF California)
) : SS
COUNTY OF Contra Costa)

On this 26 day of February, 2004, before me personally appeared London C. Merkle, to me known to be the person (s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

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

Leslie Ann Marcos
Notary Public



Prescribed by the
State Board of Accounts
(2005)

County form 170

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security number in attached document.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Julie Biccato
Signature of Declarant

Julie Biccato
Printed Name of Declarant