

2007 059926

2007 JUL 24 AM 8:32

MICHAEL A. BROWN
RECORDER

Created by:

NovaStar Mortgage, Inc.
Prepared by: Tammy Marshall
8140 Ward Parkway, Suite 200
Kansas City, MO 64114

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450 E. Boundary St.
Chapin, SC 29036

1328046

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective 6-18-07, by and between **Mortgage Electronic Registration System, Inc., P.O. Box 2026, Flint MI 48501-2026**, as nominee for **NovaStar Mortgage, Inc.** designated as the BENEFICIARY, and **George Bosgraaf**. This amends and supplements (1) the Note (the "Note") made by the Borrower, dated **August 23, 2004** in the original principal sum of U.S. **\$96,000.00** and (2) the Mortgage or Deed of Trust (the "Security Instrument"), recorded on **January 13, 2005 as Instrument Number 2005 002657 in Lake County, Indiana**. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at **3428 173rd Street Hammond, Indiana 46323**. That real property is described as follows:

SEE ATTACHED LEGAL DESCRIPTION.

The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate **8.990%**, beginning **June 1, 2007**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$761.75** beginning on the **1st day of July 2007**, and continuing thereafter on the same day of each succeeding month. If on **December 1, 2034** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Maturity Date. The Borrower will make such payments at **P.O. Box 808911, Kansas City, MO 64184-8911** or at such other place as the Lender may require.

Nothing herein contained in any manner whatsoever, alter, amend, modify or changed any other terms or conditions of the above referenced Note and/or Deed of Trust/Mortgage and/or except as to the Modification described above, nor shall any of the rights of the BENEFICIARY thereunder be specifically prejudiced by reason of this modification; all rights of the beneficiary shall be and shall remain in full effect as though the Modification had been originally specified in the original Note and/or Deed of Trust/Mortgage.

PREVIOUS DISCHARGE IN BANKRUPTCY In the event that the underlying debt has been discharged as a result of a prior bankruptcy proceeding, NovaStar Mortgage hereby acknowledges that it is not assessing personal liability for the debt to the borrower(s) and that its recourse in collection matters shall be limited to the collateral described in the security instrument.

D.P.M.
16.00
1574574 #

6-18-07
Date

George Bosgraaf
GEORGE BOSGRAAF -Borrower

Date

-Borrower

6/26/07
Date

Ronda Schrader
RONDA SCHRADER, VICE PRESIDENT -Lender
By: NOVASTAR MORTGAGE, INC.

[Signature]
Witness- for "Borrower"

Eveline Chavez
Witness- for "Borrower"

STATE OF INDIANA,

County ss:

On this 18 day of June 2007, before me, a Notary Public for the State of Indiana, personally appeared George Bosgraaf known to me to be the person(s) whose name(s) subscribed to the foregoing instrument and acknowledged to me that they executed the same.

My Commission expires:

12-20-14

Cherrise Mayes
Notary Public for Indiana

Residing at LAKE, County, Indiana

This Document is the property of the Lake County Recorder!

Witness- for "Lender"

[Signature]

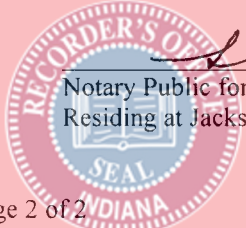
[Signature]
Witness- for "Lender"

STATE OF MISSOURI, Jackson County ss:

On this 26 day of June 2007, before me, a Notary Public for the State of Missouri, personally appeared RONDA SCHRADER, VICE PRESIDENT FOR NOVASTAR MORTGAGE, INC known to me to be the person whose name subscribed to the foregoing instrument and acknowledged to me that she executed the same.

My Commission expires:

3-4-2011



Stephen Rabbitt
Notary Public for Missouri
Residing at Jackson County, Missouri

STEPHEN RABBITT
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Mar 4, 2011
Commission # 07019354

SCHEDULE "A"

PARCEL 1: PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS: BEGINNING AT A POINT 330 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15, AND 225 FEET SOUTH OF THE NORTH LINE OF SAID SECTION; THENCE SOUTH ON A LINE PARALLEL TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE QUARTER OF SAID SECTION 15 A DISTANCE OF 435 FEET; THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 15 A DISTANCE OF 371.95 FEET TO A POINT 627 FEET WEST OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH ALONG A LINE PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15 A DISTANCE OF 426.9 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE N.Y.C. AND ST. L. RAILWAY COMPANY; THENCE NORTHWESTERLY ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID RAILWAY A DISTANCE OF 12.5 FEET; THENCE WEST 361.78 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY INDIANA. PARCEL II: AN INGRESS-EGRESS EASTMENT OF THE EAST 30 FEET OF THE WEST 360 FEET OF THE NORTH 225 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 15, IN LAKE COUNTY, INDIANA, BEING A PART OF TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN STREET. MORE COMMONLY KNOWN AS: 3428 173RD STREET, HAMMOND, INDIANA.

SOURCE OF TITLE: DOCUMENT 047912
 RECORDED: 01/01/1900

APN: 26-37-0041-0035

