

② SPX

When Recorded mail to:
GMAC Bank
1100 Virginia Drive, 190-FTW-BO5
Ft. Washington, PA 19034
Attn: Sandra A. Pacini

2007 099270

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2007 DEC 19 PM 12:21
MICHAEL A. BROWN
RECORDER

-----[SPACE ABOVE THIS LINE FOR
RECORDING DATA]-----

LOAN MODIFICATION

AGREEMENT

This Loan Modification Agreement (the "Agreement"), made this 18th day of December, 2007 by and between Mark J. Cook and Dawn J. Cook ("Borrower") and GMAC BANK, SUCCESSOR BY ASSIGNMENT ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated October 30, 2006 and recorded on _____ in Instrument No.: _____, Book _____, Page _____ in the County of Lake, State of Indiana, as Modified by that Certain Loan Modification Extension Agreement dated December 18, 2007 and recorded on _____ in instruments No.: _____, Book _____, Page _____, securing the sum of \$290,840.00, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

See Legal Description attached hereto and made a part hereof
17304 White Oak Avenue, Lowell, In. 46356

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

1. The terms and provisions of the Construction Loan Note and Construction Rider to Note and Security Instrument are amended and modified by deleting the Principal Amount of \$290,840.00 on the Construction Loan Note, page 1, number 1, and substituting the New Principal Amount of \$255,000.00 and deleting the Project Completion Date (Maturity Date) of December 31, 2007 on the Construction Rider to Note and Security Instrument on page 1, number 1, and substituting the New Project Completion Date (Maturity Date) of January 1, 2038. All other terms and provisions of the Note are amended, modified and deleted by replacing them with the terms and provisions of the New Note incorporated herein by reference entitled Note.
2. The terms and provisions of the Mortgage Deed (Security Instrument) and Construction Rider to Note and Security Instrument are amended and modified by deleting the Principal Amount of \$290,840.00 on the Construction Loan Note, page 1, number 1, and substituting the New Principal Amount of \$255,000.00 and deleting the Project Completion Date (Maturity Date) of December 31, 2007 on the Construction Rider to Note and Security Instrument on page 1, number 1, and substituting the New Project Completion Date (Maturity Date) of January 1, 2038. All other terms and provisions of the Construction Rider to Note and Security Instrument are deleted.
3. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument 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.
4. This Agreement does not constitute a notation of the obligations evidenced by the Construction Loan Agreement (the "Loan Agreement") bearing the same date as, and secured by, the Security Instrument. Borrower and Lender continue to be bound by, and will comply with, all of the terms and provisions of the Loan Agreement, as amended hereby, to the extent not inconsistent with this Agreement.
5. All of Lender's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.
6. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

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V6794
DC
2-0v

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto the day and year first above written.

BORROWER(S):

LENDER:

GMAC BANK
a Utah corporation

By: *Mark J. Cook*
Name: Mark J. Cook

By:
Name: Carrie Powers
Title: Limited Signing Officer

By: *Dawn J. Cook*
Name: Dawn J. Cook

----- FOR ACKNOWLEDGEMENTS -----

STATE OF
COUNTY OF

Indiana
Dubois

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

This instrument was acknowledged before me on 12-18, 2007 by Mark J. Cook, an Dawn J. Cook



NOTARY PUBLIC

Marilyn M. Huber
Marilyn M. Huber

My Commission Expires: 3/31/09

STATE OF
COUNTY OF

This instrument was acknowledge before me on _____, 2007 by _____, an _____



NOTARY PUBLIC

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Marilyn Huber
Marilyn M. Huber
COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF MONTGOMERY) ss. Ft. Washington

On this, the 18th day of December, 2007 before me, the undersigned, a notary public in and for the said State, personally appeared Carrie Powers, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

(This area for Official Notarial Seal)

My Commission Expires:

②

When Recorded mail to:
GMAC Bank
1100 Virginia Drive, 190-FTW-BO5
Ft. Washington, PA 19034
Attn: Sandra A. Pacini

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See Legal Description attached hereto and made a part hereof
17304 White Oak Avenue, Lowell, In. 46356

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the Lake County Recorder

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4. This Agreement does not constitute a notation of the obligations evidenced by the Construction Loan Agreement (the "Loan Agreement") bearing the same date as, and secured by, the Security Instrument. Borrower and Lender continue to be bound by, and will comply with, all of the terms and provisions of the Loan Agreement, as amended hereby, to the extent not inconsistent with this Agreement.
5. All of Lender's rights against all parties, including but not limited to all parties secondarily liable, are hereby reserved.
6. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto the day and year first above written.

BORROWER(S):

LENDER:

GMAC BANK
a Utah corporation

By: _____
Name: Mark J. Cook

By: 
Name: Carrie Powers
Title: Limited Signing Officer

By: _____
Name: Dawn J. Cook

-----FOR ACKNOWLEDGEMENTS-----

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, 2007, by _____, an _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledge before me on _____, 2007 by _____, an _____

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

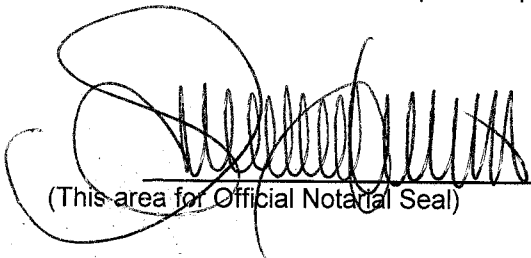
Marilyn Huber 

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF MONTGOMERY) ss. Ft. Washington

On this, the 18th day of December, 2007 before me, the undersigned, a notary public in and for the said State, personally appeared Carrie Powers, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC


(This area for Official Notarial Seal)

My Commission Expires:

NOTARIAL SEAL
Audrey V. Norfleet, Notary Public
Horsham Twp., Montgomery County
My commission expires May 29, 2010

EXHIBIT "A"

LOT 3 LANGE^{MC} ACRES, RECORDED IN PLAT BOOK 98 PAGE 85, IN LAKE COUNTY INDIANA

PARCEL ID NUMBER: 10-01-0245-0003

**COMMONLY KNOWN AS: 17304 WHITE OAK AVENUE
LOWELL, IN 46356**

