[Space Above This Line for Recording Data] 0004076261

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 2ND day of MAY, 2006 between William R. Stites Jr AND Cindy Stites

This Document is the property of

("Borrower") and OPTION ONE MORTGAGE CORPORATION

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated JANUARY 26, 2001 and recorded in , of the Official Records of

Instrument # 2001 - 007110 on January 31, 2001 Lake County COUNTY, INDIANA

[Name of Records]

and (2) the Note, bearing the same date as,

[County and State, or other Jurisdiction] 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 original principal

8124 ELLSWORTH PL, MERRILLVILLE, INDIANA 46410

[Property Address]

indebtedness; 174,000

the real property described being set forth as follows:

LOTT 99 IN INDEPENDANCE HILL THIRD ADDITION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 24, PAGE 69, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY,

When recorded mail to: MPG First American Title Lenders Advantage Loss Mitigation Title Services- LMTS 1100 Superior Ave., Ste 200 Cleveland, OH 44114 *2870840* STITES 14168858

FIRST AMERICAN LENDERS ADVANTAGE MODIFICATION AGREEMENT

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 8/01)

(page 1 of 4)

ok 799625

FAND# 3179 Rev. 07-30-03

Attn: National Recordings 1120

0004076261

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

- 1. As of MAY 1, 2006 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balan ce") is U.S. \$ 83,056.61 , consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 10.750 %, from MAY 1,2006 . Borrower promises to make monthly payments of principal and interest of U.S. \$ 779.02 , beginning on the 1ST day of JUNE, 2006 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 10.750 % will remain in effect until principal and interest is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on MAY 01, 2035 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at 6501 IRVINE CENTER DRIVE IRVINE, CALIFORNIA 92618 or at such other place as Lender may require.

- 3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.
 - If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; 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 Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
 - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 8/01)

FAND# 3179-2 Rev. 07-30-03

(page 2 of 4)

- 5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
- 6. 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 Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

OPTION ONE MORTGAGE CORPORATION A PURE DE LA	
By: PRISCILLA S. VILLAR, VP	-Lender
<i>O</i>	
1-8-06 S-8-06	
William R. Stites Jr	-Borrower
Condy of Document is	
Cindy Stites	-Borrower
This Document is the property of	
the Lake County Recorder!	
CTAD	-Borrower
	-Borrower
SEAL STATE	-Borrower
MOIANA	-Borrower

Space Below This Line For Acknowledgment BORROWER ACKNOWLEDGMENT STATE OF									00	04076261	
STATE OF Aday of May and for said County, personally appeared William R. Stites Jr AND Cindy Stites and acknowledged the execution of the foregoing instrument. WITNESS my hand and official seal. My commission expires: At a 3, 209 Notary Public LENDER ACKNOWLEDGMENT STATE OF COUNTY OF ORANGE F The foregoing instrument was acknowledged before me this May 10, 200 6 by Office are Montary Public as Acknowledged before me this May 10, 200 6 by Office are Montary Public as Acknowledged before me this May 10, 200 6 by Office are Montary Public as Acknowledged before me this May 10, 200 6 by Office are Montary Public as Acknowledged before me this May 10, 200 6 by Office are Montary Public in and acknowledged before me this May 10, 200 6 by Office are Montary Public in and acknowledged before me this May 10, 200 6 by Office are Montary Public in and acknowledged before me this May 10, 200 6 by Office are Montary Public in and acknowledged before me this May 10, 200 6 by Office are Montary Public in and acknowledged before me this May 10, 200 6 by Office are Montary Public in and acknowledged before me, the undersigned, a Notary Public in and acknowledged before me, the undersigned, a Notary Public in and acknowledged before me, the undersigned, a Notary Public in and acknowledged before me, the undersigned, a Notary Public in and acknowledged before me, the undersigned, a Notary Public in and acknowledged before me, the undersigned, a Notary Public in and acknowledged before me, the undersigned, a Notary Public in and acknowledged before me, the undersigned, a Notary Public in and acknowledged before me, the undersigned, a Notary Public in and acknowledged before me, the undersigned, a Notary Public in and acknowledged before me, the undersigned, a Notary Public in and acknowledged before me, the undersigned, a Notary Public in and acknowledged before me this Montary			[;	Space Belov	v This Lin	e For A	cknowle	dgment]			
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Forms are Mortgage Recorder California Corp., on behalf of said entity. Signature of Person Taking Acknowledgment Printed Name JULIA E. RIVERA COMM. # 1639437 NOTARY PUBLIC CALIFORNIA W COMM. EXP. JAN. 20, 2010 Fittle or Rank Serial Number, if any 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. TEL PERSON TEL PERSON ADA	TAT	E OF	ALIFOI	eN114-	OF	COUN	TY OF		RAN	SE	
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LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument FAND# IN3179-4 Rev. 05-16-03 Form 3179 1/01 (rev. 8/01)