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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2008 078502

2008 NOV 18 AM 8:37

MICHAEL A. BROWN
RECORDER

When Recorded Mail To:
COUNTRYWIDE
1700 WEST LOOP SOUTH, SUITE 200
HOUSTON, TEXAS 77027

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Parcel ID Number: 03-07-0014-0055

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Doc ID # 00015284340411006
MIN 1000157-0007497950-7

MODIFICATION OF NOTE AND SECURITY INSTRUMENT

This Modification of Note and Security Instrument (the "Modification"), to be effective on **SEPTEMBER 1, 2008**, is entered into by and among **M. DERIC WILSON and JULIE D. WILSON, HUSBAND AND WIFE** ("Borrower"), **COUNTRYWIDE HOME LOANS, INC.**, ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), and amends and supplements that certain promissory note, dated **NOVEMBER 15, 2006**, in the original principal amount of **\$162,863.00** ("Note"), secured by that certain Mortgage, Deed of Trust, Security Deed or other security instrument of the same date, granted or assigned to Mortgage Electronic Registration Systems, Inc., as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), and has a mailing address of Post Office Box 2026, Flint, Michigan 48501-2026 and a street address of 3300 S.W. 34th Avenue, Suite 101, Ocala, Florida 34474, and filed for record on **NOVEMBER 27, 2006**, as Document No. **2006103921**, in the records of **LAKE** County, State of **INDIANA** ("Security Instrument"), securing real property described as follows:

A PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, LAKE COUNTY, INDIANA, AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT (MARKED BY A NOTCH) IN THE CENTER OF CONCRETE ROAD, BETWEEN CROWN POINT AND CEDAR LAKE, WHICH IS NORTH 29 DEGREES 32 MINUTES EAST, 535.29 FEET FROM A POINT IN THE CENTER OF SAID CONCRETE ROAD ON THE SOUTH LINE OF SAID SECTION 18, WHICH LATTER POINT IS 1078.65 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION, FROM THE POINT OF COMMENCEMENT AFORESAID; THENCE CONTINUE NORTHEASTERLY ON THE CENTER LINE OF SAID CONCRETE ROAD 86 FEET; THENCE NORTHWESTERLY AT A RIGHT ANGLE

Indiana Modification of Note and Security Instrument
GV80093

(page 1 of 4 pages)

Handwritten notes:
\$100 E 3.00
ack#
30622
[Signature]

TO SAID ROAD A DISTANCE OF 402.00 FEET; THENCE SOUTHWESTERLY PARALLEL TO SAID ROAD A DISTANCE OF 86 FEET TO AN IRON PIPE; THENCE AT RIGHT ANGLES TO SAID LAST LINE SOUTHEASTERLY A DISTANCE OF 402.00 FEET TO THE PLACE OF BEGINNING.

Commonly Known as **12418 CEDAR LAKE ROAD, CROWN POINT, INDIANA 46307**

Borrower agrees as follows:

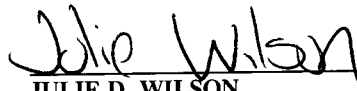
1. The terms of the Note and the Security Instrument, including any addenda and riders, are amended and modified as follows:
 - My regular monthly principal and interest payment under the Note shall commence on **OCTOBER 1, 2008**.
 - The initial fixed interest rate I will pay will change to an adjustable interest rate on the **FIRST** day of **NOVEMBER, 2007** and the adjustable interest rate I will pay may change on that day every **12th** month thereafter. The date on which my initial interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date".
 - the new Maturity Date is: **SEPTEMBER 1, 2038**.
 - the "Construction Loan Note Addendum" and the "Deed of Trust Mortgage Rider for Construction" are hereby null and void.
2. If construction is completed on a date before or after the effective date first shown above, Lender may at its option extend or shorten the maturity date shown in this Modification to make the remaining loan term equal to the permanent financing period of the Note. If Lender opts to change the maturity date, Lender will give notice to Borrower of the new maturity date. Borrower hereby consents to the foregoing and no further consent from Borrower is required.
3. If on the effective date first shown above, the total outstanding principal balance is less than the principal balance shown in this Modification, Lender may at its option re-amortize the outstanding principal balance and reduce Borrower's monthly payment. If Lender opts to re-amortize the outstanding principal balance, Lender will give notice to Borrower of the new monthly payment. Borrower hereby consents to the foregoing and no further consent from Borrower is required.



4. Nothing in this Modification will invalidate, impair or release any term or condition in the Note or the Security Instrument. The Note and the Security Instrument will continue in full force and effect. Any term or condition in the Note or the Security Instrument not modified in this Modification has the same force and effect as any term which is modified in this Modification. Borrower ratifies and confirms the terms and conditions of the Note and the Security Instrument, and covenants and agrees to perform and comply with the terms and conditions, as modified in this Modification.
5. Nothing in this Modification will be understood or construed as a substitution, transference or novation of the existing debt.
6. Lender reserves all rights it has against all parties, including but not limited to all parties secondarily liable.
7. This Modification is binding upon and inures to the benefit of the heirs, executors, administrators, representatives, or successors and assigns of the respective parties.
8. All capitalized terms not defined in this Modification have the same meaning as in the Note or the Security Instrument.

This Modification has been executed by the parties below, effective the date first above written.


 _____ (Seal)
 M. DERIC WILSON -Borrower


 _____ (Seal)
 JULIE D. WILSON -Borrower

_____ (Seal)
 _____ (Seal)
 _____ -Borrower

Witnesses:

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 **KIMBERLY MEDEIROS.**

NOTARY ACKNOWLEDGMENT PAGE IS ATTACHED



[Space Below This Line For Acknowledgment]

STATE OF Indiana, Lake COUNTY ss:

The foregoing instrument was acknowledged before me this 29th day of September, 2008, by M. DERIC WILSON and JULIE D. WILSON.

My Commission Expires:

Karla I. Verhagen
Notary Public

This instrument was prepared by KIMBERLY MEDEIROS.

GRANTEE'S ADDRESS:
12418 CEDAR LAKE ROAD
CROWN POINT, INDIANA 46307

NOTARY PUBLIC
State of Indiana
Karla I. Verhagen
My commission expires May 3, 2015

