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Original Recorded Date: MARCH 1, 2002  
Original Principal Amount: \$ 144,400.00

Loan No.: 13358817

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

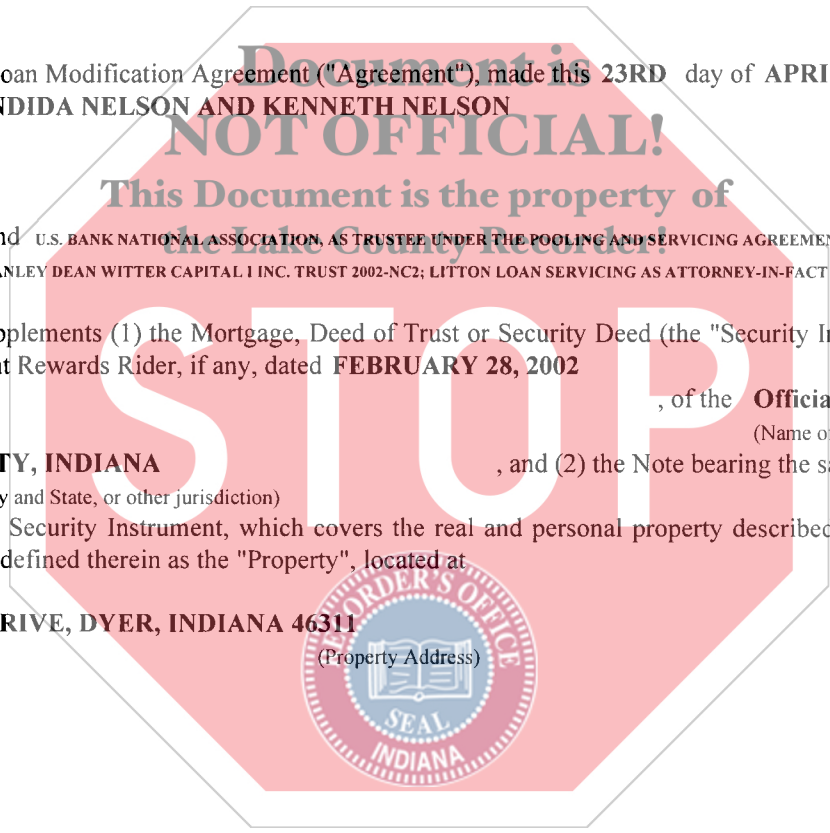
This Loan Modification Agreement ("Agreement"), made this 23RD day of APRIL, 2008, between CANDIDA NELSON AND KENNETH NELSON

("Borrower") and U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED APRIL 1, 2002, MORGAN STANLEY DEAN WITTER CAPITAL I INC. TRUST 2002-NC2; LITTON LOAN SERVICING AS ATTORNEY-IN-FACT ("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated FEBRUARY 28, 2002 and recorded in \_\_\_\_\_, of the Official Records of \_\_\_\_\_ (Name of Records)

LAKE COUNTY, INDIANA, and (2) the Note bearing the same date as, and (County and State, or other jurisdiction) 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

706 OSAGE DRIVE, DYER, INDIANA 46311 (Property Address)



(page 1 of 5)  
INDIANA  
#28  
OKH  
4282371

the real property described being set forth as follows:


**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;**

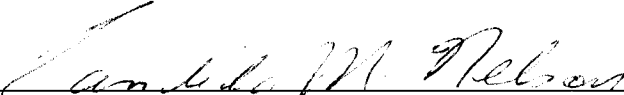
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

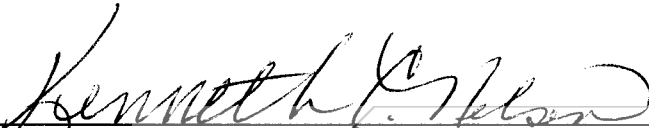
1. As of **MAY 1, 2008**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **174,102.42**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.570** %, from **MAY 1, 2008**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,206.30**, beginning on the **1ST** day of **JUNE, 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **6.570** % will remain in effect until principal and interest are paid in full. If on **MARCH 01, 2032** (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.
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 the 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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the 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.
5. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
- (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) 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.
- (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED APRIL 1, 2002, MORGAN STANLEY DEAN WITTER CAPITAL I INC. TRUST 2002-NC2; LITTON LOAN SERVICING AS ATTORNEY-IN-FACT

  
Name: **RANDY REYNOLDS** (Seal) - Lender  
Its: **VICE PRESIDENT**

  
CANDIDA NELSON (Seal) - Borrower

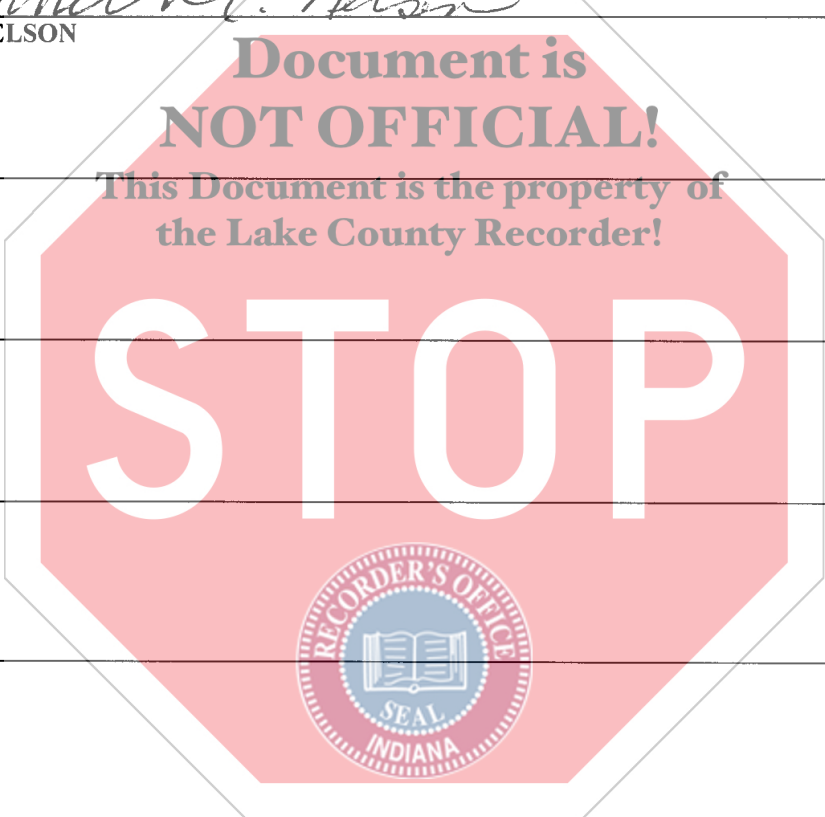
  
KENNETH NELSON (Seal) - Borrower

(Seal) - Borrower  
**Document is NOT OFFICIAL!**  
This Document is the property of the Lake County Recorder!

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower



[Space Below This Line For Acknowledgment]

**BORROWER ACKNOWLEDGMENT**

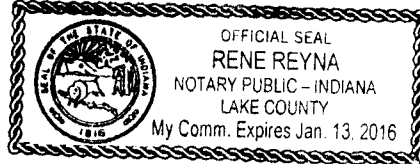
**13358817**

STATE OF INDIANA, LAKE COUNTY SS:  
On this 6<sup>th</sup> day of MAY, before me, the undersigned, a Notary Public in and for said County, personally appeared **CANDIDA NELSON AND KENNETH NELSON**

and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Rene R. Reyna  
Notary Public  
Residing in LAKE County  
My commission expires: Jan. 13, 2016



**Document is NOT OFFICIAL!**  
**LENDER ACKNOWLEDGMENT**

STATE OF Texas COUNTY OF Harris  
The foregoing instrument was acknowledged before me this JUN 21 2008 by  
RANDY REYNOLDS, Attorney-in-fact, the VICE PRESIDENT  
of Litton Loan Servicing, on behalf of said entity.

Arless D. Hauser  
Notary Public



**THIS DOCUMENT WAS PREPARED BY: ANDREW SIEJA  
NATIONAL BANKRUPTCY SERVICES  
9441 LBJ FREEWAY, SUITE 250, DALLAS, TEXAS 75243**

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law ANDREW SIEJA  
[Printed Name]

NELSON  
706 OSAGE DRIVE  
DYER, INDIANA 46311

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED APRIL  
1, 2002, MORGAN STANLEY DEAN WITTER CAPITAL I INC. TRUST 2002-NC2; LITTON LOAN SERVICING AS ATTORNEY-IN-FACT

**NOTICE OF NO ORAL AGREEMENTS**

**THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**Receipt of Notice.** The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

*Candida M. Nelson* 5-6-08  
Borrower \_\_\_\_\_ Date  
CANDIDA NELSON

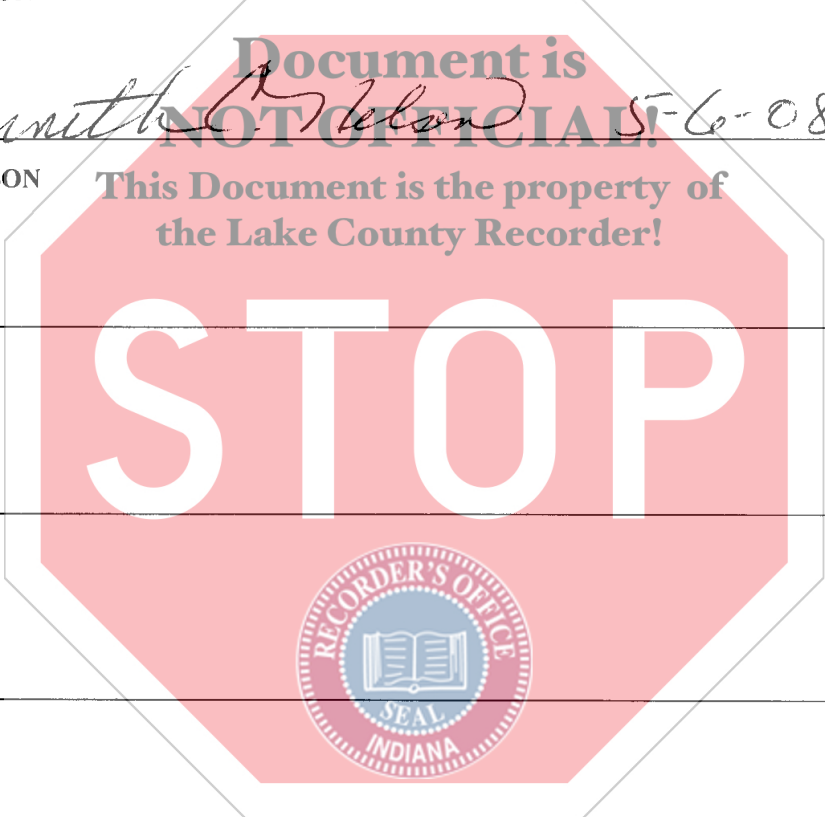
*Kenneth Nelson* 5-6-08  
Borrower \_\_\_\_\_ Date  
KENNETH NELSON

Borrower \_\_\_\_\_ Date

Borrower \_\_\_\_\_ Date

Borrower \_\_\_\_\_ Date

Borrower \_\_\_\_\_ Date



NELSON  
706 OSAGE DRIVE  
DYER, INDIANA 46311

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U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED APRIL  
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## ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of


U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT DATED APRIL  
1, 2002, MORGAN STANLEY DEAN WITTER CAPITAL I INC. TRUST 2002-NC2; LITTON LOAN SERVICING AS ATTORNEY-IN-FACT

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

  
CANDIDA NELSON \_\_\_\_\_ Date

  
KENNETH NELSON \_\_\_\_\_ Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



LEGAL DESCRIPTION

Lot 35 in Pheasant Hills Addition, Unit 4, to the Town of Dyer,  
as per plat thereof, recorded in Plat Book 42 page 11, in the  
Office of the Recorder of Lake County, Indiana.

