

18/1/02

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ENT 101639:2002 PG 1 of 5  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2002 Sep 03 11:37 am FEE 18.00 BY SS  
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Prepared By: National City Mortgage Co.  
Jill Hancock Loss Mitigation  
Building 2  
3232 Newmark Drive  
Miamisburg OH 45342  
NCM 0623051

FHA Case No.  
**796 521-4458094**

TAX ID# 44-010-0008

### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") is made this 19th day of July, 2002, between ANTHONY KRETSCHMER ("Borrower") and American Lending Network Inc. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated April 29, 1999 and recorded in Book or Liber 5067, at page(s) 821, Assigned to: National City Mortgage Recorded April 30, 1999, Book 5067, page 828

of the Official Records of Utah County, Utah 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

1416 S 240 EAST, OREM UT, 84058

The real property described being set forth as follows:

SITUATE IN UTAH COUNTY, STATE OF UTAH:  
ALL OF LOT 8, BLOCK 3, PLAT "B", KEYY RIDGE HEIGHTS SUBDIVISION  
OREM, UTAH, ACCORDING TO OFFICIAL PLAT THEREOF ON FILE IN  
THE OFFICE OF THE RECORDER, UTAH COUNTY, UTAH.

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 July 1, 2002 , the amount payable under the Note and the Security Instrument ( the "unpaid Principal Balance") is U.S. \$122,593.65 , consisting of the amount(s) loaned to the Borrower by the lender and any interest capitalized to date.
2. The borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.750% , from July 1, 2002 . The Borrower promises to make monthly payments of principal and interest of U.S. \$795.14 beginning on the day of August 1, 2002 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2032 , the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at (Lender's address)

National City Mortgage Co.  
3232 Newmark Drive,  
Miamisburg Ohio, 45342

or at such other place as the Lender may require.

- 3. The Borrower represents that the Borrower OK is, \_\_\_\_\_ is not, the occupant of the Property.
- 4. The Security Instrument, including without limitations, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the 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 number 1 above:
  - a. Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - b. all terms and provisions of any adjustable rate rider 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. Nothing in this Agreement shall be understood or construed to a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specially 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.

Anthony Kretschmer  
ANTHONY KRETSCHMER

[Signature]  
Witness

[Signature]  
Witness

(Space Below This Line For Acknowledgement)

STATE OF Utah :  
COUNTY OF Utah

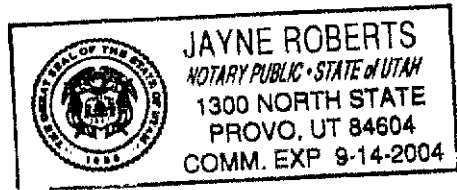
On this 26th day of July, 2002, before me a notary public came the above named ANTHONY KRETSCHMER

acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

Witness my hand and seal, the day and year aforesaid.

[Signature]  
Notary Public

My commission expires: 9-14-04



(Seal)

National City Mortgage

*Jonathon W. Meade*  
By: Jonathon W. Meade  
Assistant Vice President

*Jennifer Mefflin*  
Witness

*Guaranda*  
Witness

(Space Below This Line For Corporate Acknowledgement)

STATE OF: OHIO

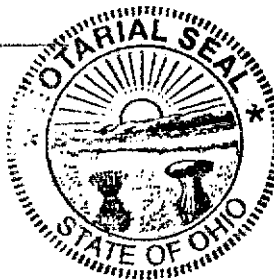
COUNTY OF: MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Jonathon W. Meade, the Assistant Vice President of National City Mortgage, known to me to be a person whose name is subscribed to the following instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed as the act and deed of said corporation/association and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 2 day of Aug, 2002.

*Cindy E. Dooley*  
Notary Public  
Printed Name: \_\_\_\_\_ (Seal)

My Commission Expires: June 5, 2007



CINDY E. DOOLEY, Notary Public  
In and for the State of Ohio  
My Commission Expires June 5, 2007

LENDER: National City Mortgage Co.

BORROWER(S): ANTHONY KRETSCHMER

PROPERTY ADDRESS: 1416 S 240 EAST  
OREM UT

LOAN NUMBER: 0623051

**ERROR AND OMISSIONS/COMPLIANCE AGREEMENT**

STATE OF Utah  
COUNTY OF Utah

The undersigned borrower(s) for and in consideration of the above referenced Lender this date funding the closing of this loan agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that this loan documentation executed this date will conform and be acceptable in the marketplace in the instance of transfer, sale or conveyance by Lender of its interest in and to said loan documentation.

DATED effective this 19th day of July

Anthony Kretschmer  
ANTHONY KRETSCHMER (Borrower)

Sworn to and subscribed before me this 26 day of July, 2002

Jayne Roberts  
(Notary Public)

My Commission Expires: 9-14-04



U11454809-010R05  
LOAN MODIF AGREE  
REF# 2017796  
US Recordings

