

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 048764

2006 JUN 10 AM 9:14

MORRIS W. CARTER  
RECORDER



**After Recording Return To:**

MSV  
210 E. Redwood Street  
Baltimore, Maryland 21202

This document prepared by:  
Thomas E Dungee  
MSV

Client Loan No.: 0839331  
Loan No.: 720490415

Assessor Parcel Number: 20-130065-0007

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.  
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND  
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE  
THE SECURITY INSTRUMENT IS RECORDED.

**This Document is the property of  
LOAN MODIFICATION AGREEMENT**

200042482

This Loan Modification Agreement ("Modification"), is effective March 01, 2004, between  
Randall Guthrie ("Borrower")

and National City Mortgage Company dba Commonwealth United Mortgage Company ("Lender"),

and amends and supplements (1) the Note (the "Note") made by the Borrower dated , in the original principal  
sum of U.S. \$135,500.00 , and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security  
Instrument"), recorded on January 07, 2002 , in Book/Liber N/A , Page N/A , Instrument No. 2002-001077  
, Official Records of Lake County, Indiana. The Security Instrument, which was entered into as security for the  
performance of the Note, encumbers the property described in the Security Instrument (and defined in the Security  
Instrument as the "Property"), which is located at 1301 Kennedy Avenue, Schererville, IN 46375 .

(Property Address)

Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_

28-56  
17746

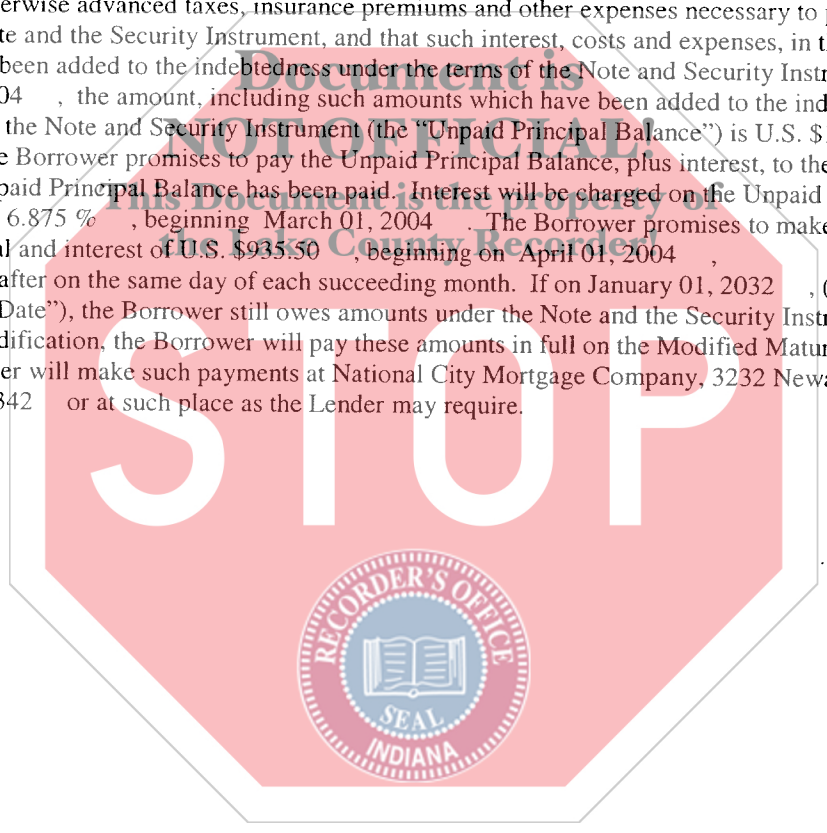
That real property is described as follows:

LOT 7 IN BLOCK 1 IN ACRE HOMESTEAD SUBDIVISION IN THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 23, PAGE 49, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Assessors Parcel Number: 20-130065-0007

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower (x) is, ( ) is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$5,851.95, have been added to the indebtedness under the terms of the Note and Security Instrument. As of March 01, 2004, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$139,061.32.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 6.875%, beginning March 01, 2004. The Borrower promises to make monthly payments of principal and interest of U.S. \$935.50, beginning on April 01, 2004, and continuing thereafter on the same day of each succeeding month. If on January 01, 2032, (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at National City Mortgage Company, 3232 Newark Drive, Miamisburg, OH 45342 or at such place as the Lender may require.



Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_

4. Except to the extent that they are modified by this Modification, the Borrower will comply with all other covenants, agreements, and requirements of the Note and Security Instrument, including without limitation, 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.

5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification. [Check applicable box(es)]

1-4 Family Rider - Assignment of Rents

Modification Due on Transfer Rider

Bankruptcy Rider

Other Rider



Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

Date 3-23-04 Randall Guthrie (Seal)  
Randall Guthrie -Borrower

Date \_\_\_\_\_ (Seal)  
-Borrower

Date \_\_\_\_\_ (Seal)  
-Borrower

Date \_\_\_\_\_ (Seal)  
-Borrower



Date 5-10-04 \_\_\_\_\_ (Seal)  
-Lender

(No witnesses required for Borrowers)

(Corporate Seal if Available)

(No witnesses required for Lender)

By: [Signature]  
Jonathon W. Meade

Its: Assistant Vice President

[See Attached Acknowledgment(s)]

Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_

**BORROWER ACKNOWLEDGMENT**

State of **Indiana** )

County of **Lake**)

The foregoing instrument was acknowledged before me February 23, 2007 [date], by  
Randall Guthrie  
[name of person acknowledged].

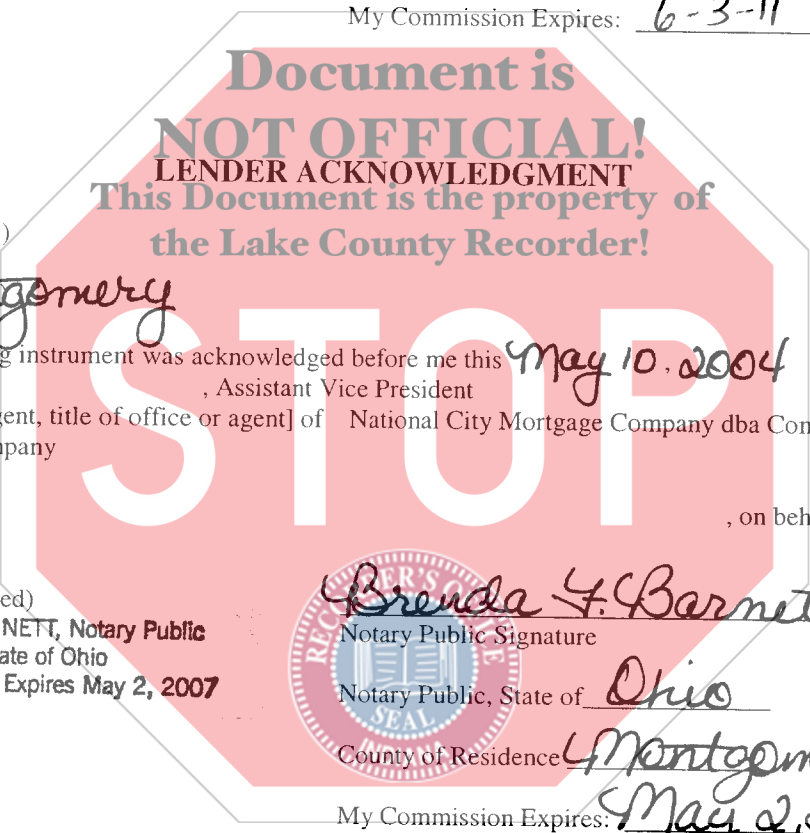
(Notary Seal is Required )

Jennifer Nichols  
Notary Public Signature

Notary Public, State of Indiana

County of Residence Lake

My Commission Expires: 6-3-11



State of Ohio )

County of Montgomery)

The foregoing instrument was acknowledged before me this May 10, 2007 [date], by  
Jonathon W. Meade, Assistant Vice President  
[name of Officer or agent, title of office or agent] of National City Mortgage Company dba Commonwealth  
United Mortgage Company

, on behalf of said entity.

(Notary Seal is Required)

**BRENDA F. BARNETT, Notary Public**  
In and for the State of Ohio  
My Commission Expires May 2, 2007

Brenda F. Barnett  
Notary Public Signature

Notary Public, State of Ohio

County of Residence Montgomery

My Commission Expires: May 2, 2007

Loan No.: 720490415

## MODIFICATION DUE ON TRANSFER RIDER

THIS MODIFICATION DUE ON TRANSFER RIDER, effective the March 01, 2004 is incorporated into and shall be deemed to amend and supplement the Loan Modification Agreement of the same date made Randall Guthrie (the "Borrower")

and National City Mortgage Company dba Commonwealth United Mortgage Company (the "Lender") covering the Property described in the Loan Modification Agreement located at: 1301 Kennedy Avenue, Schererville, IN 46375.

[Property Address]

In addition to the covenants and agreements made in the Loan Modification Agreement, the Borrower and Lender covenant and agree as follows:

A. Notwithstanding any other covenant, agreement or provision of the Note and Security Instrument, as defined in the Loan Modification Agreement, the Borrower agrees as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, as its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Loan Modification Agreement.

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.

Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_

B. Except as otherwise specifically provided in this Modification Due On Transfer Rider, the Loan Modification Agreement, the Note and Security Instrument will remain unchanged and in full effect.

3-23-04  
Date \_\_\_\_\_ Randall Guthrie \_\_\_\_\_ (Seal) -Borrower

\_\_\_\_\_  
Date \_\_\_\_\_ (Seal) -Borrower

\_\_\_\_\_  
Date \_\_\_\_\_ (Seal) -Borrower

\_\_\_\_\_  
Date \_\_\_\_\_ (Seal) -Borrower

National City Mortgage Company dba Commonwealth United Mortgage Company  
 Document is NOT OFFICIAL!  
 This Document is the property of the Lake County Recorder!  
 Date 5-10-04 By: Jonathon W. Meade (Seal) -Lender  
 Its: Assistant Vice President

This Instrument Prepared by:  
MSV  
210 E Redwood Street #200  
Baltimore, MD 21202



# 1-4 FAMILY RIDER (Assignment of Rents)

Loan No.: 720490415

THIS 1-4 FAMILY RIDER is made this March 01, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the Borrower) to secure Borrowers Note to National City Mortgage Company dba Commonwealth United Mortgage Company (the Lender) of the same date and covering the Property described in the Security Instrument and located at: 1301 Kennedy Avenue, Schererville, IN 46375

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the Property.

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.



Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_



**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lenders prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**E. BORROWERS RIGHT TO REINSTATE DELETED.** Section 19 is deleted.

**F. BORROWERS OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrowers occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lenders request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lenders sole discretion. As used in this paragraph G, the word lease shall mean sublease if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues (Rents) of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lenders agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lenders agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lenders agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notices of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lenders agents upon Lenders written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lenders agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys fees, receivers fees, premiums on receivers bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lenders agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.



Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_

Loan No.: 720490415

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lenders agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lenders agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrowers default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

*Randall Guthrie* (Seal) (Seal)  
Borrower Randall Guthrie Borrower

(Seal) (Seal)  
Borrower Borrower



Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_ Initials \_\_\_\_\_