

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2005 001776

2005 JAN 10 AM 11:59

MICHAEL J. L. JETT
RECORDER

FHA Case No. **151-6734559**
0046755815

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **NOVEMBER 1, 2004** between **ROBERT W. JETT, II AND TRACI L. JETT, HUSBAND AND WIFE**

("Borrower"), whose address is
2916 Kenwood Street
Hammond, INDIANA 46323
and
WASHINGTON MUTUAL BANK, F.A.

("Lender"), whose address is **9601 MCALLISTER FREEWAY, #140**
SAN ANTONIO, TEXAS 78216-4681

amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **JUNE 12, 2002** and recorded in **Instrument No. 2002056012** **LAKE COUNTY, INDIANA**, and (2) the Note, in the original principal amount of U.S. \$ **84,096.00**, 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 **2916 Kenwood Street**
Hammond, INDIANA 46323

HUD Modification Agreement
FAND# HUDMOD Rev. 04-16-03



Robert Jett

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16-
AB

the real property described is located in **Lake**
and being set forth as follows:

COUNTY, INDIANA

LOT 7, EXCEPT THE WESTERLY 10 FEET OF LOT 7 AND CONTIGUOUS TO LOT 6, BLOCK "C" TOGETHER WITH A 10 FOOT STRIP ON THE WESTERLY SIDE OF LOT 8 AND CONTIGUOUS TO LOT 7 BLOCK "C" PARKLAND TERRACE ADDITION IN THE CITY OF HAMMOND, AS SHOWN IN PLAT BOOK 24, PAGE 18 IN LAKE COUNTY, INDIANA. A. P. No.: 26-35-0253-0007

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 **NOVEMBER 1, 2004**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **98,372.50** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. 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 **6.250 %**, from **NOVEMBER 1, 2004**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **605.69**, beginning on the first day of **DECEMBER, 2004**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 01, 2034** (the "Maturity Date"), 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

WASHINGTON MUTUAL BANK, F.A.

P.O. BOX 34150

SAN ANTONIO, TEXAS 78265-4150

or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the 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; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:

[Handwritten signatures]

(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; 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. 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.


ROBERT W. JETT, II

(Seal)
-Borrower


TRACI L. JETT

(Seal)
-Borrower


Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

(Seal)
-Borrower

STOP

(Seal)
-Borrower

WASHINGTON MUTUAL BANK, F.A.


Name: Mamie Clark
Its: Vice President



(Corporate Seal)
-Lender

0046755815

[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF

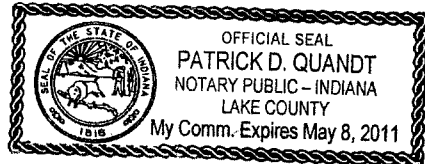
On this 13th day of November 2004

COUNTY SS:

and for said County, personally appeared

Robert & Traci Jett

, before me, the undersigned, a Notary Public in IN



and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Patrick D. Quandt
Notary Public

My commission expires:

LENDER ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 29th day of Nov 2004 by

of Mamie Clark, the Vice President

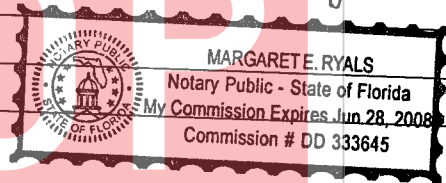
a Washington Mutual on behalf of said entity.

Signature of Person Taking Acknowledgment Margaret E Ryals

Printed Name

Title or Rank

Serial Number, if any



HUD Modification Agreement

FAND# INHUDMOD-4 Rev. 05-07-03

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THIS DOCUMENT WAS PREPARED BY:
FIRST AMERICAN LOSS MITIGATION SERVICES
2000 PALM BEACH LAKES BLVD., SUITE 400
WEST PALM BEACH, FL 33409

WHEN RECORDED MAIL TO:
First American Title
P.O. Box 27670
Santa Ana, CA 92799
Attn: Recording Dept.

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