

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 FEB -6 AM 8:48

MICHAEL A. BROWN
RECORDER

2006 009064

After signing, return to:
Taylor, Bean & Whitaker Mortgage Corp.
Attention: Loss Mitigation Department
1417 N. Magnolia Ave.
Ocala, Florida 34475

Prepared by: Roxanna Simpson

Taylor, Bean, & Whitaker Loan: 560345
FHA Case Number: 151-7577956
MERS MIN: 100029500005603455

MERS Phone: 1-888-679-6377

THIS MODIFICATION AGREEMENT 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

LOAN MODIFICATION AGREEMENT

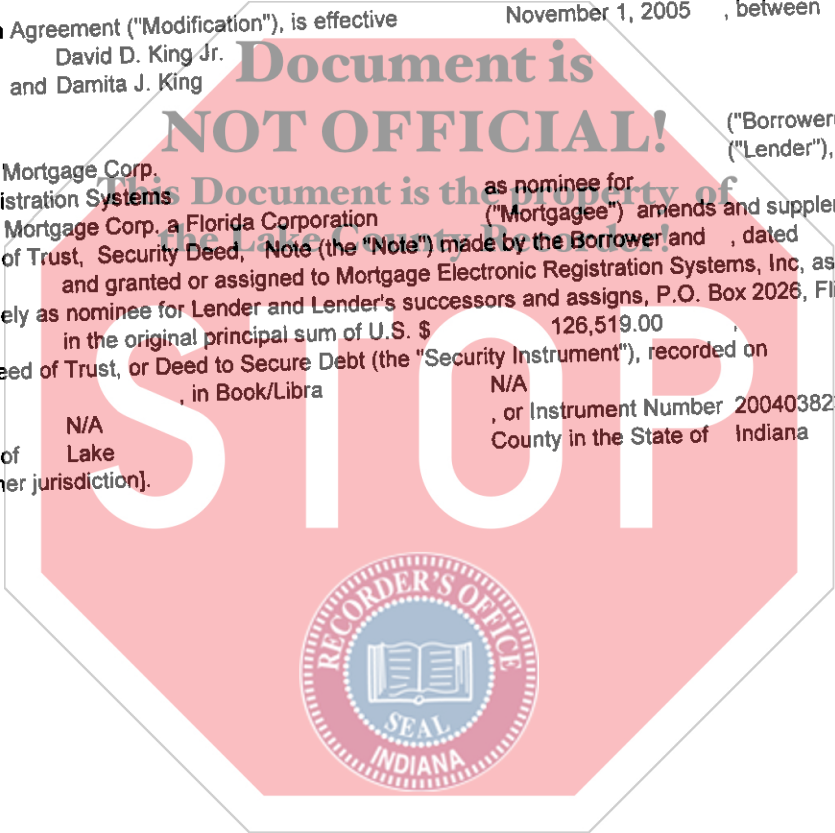
This Loan Modification Agreement ("Modification"), is effective November 1, 2005, between
David D. King Jr.
and Damita J. King

Document is NOT OFFICIAL!

("Borrower(s)" and
"Lender"),

Taylor, Bean & Whitaker Mortgage Corp.
Mortgage Electronic Registration Systems
Taylor, Bean & Whitaker Mortgage Corp. a Florida Corporation
(1) the Mortgage, deed of Trust, Security Deed, Note (the "Note") made by the Borrower and , dated
April 26, 2004
mortgagee of record (solely as nominee for Lender and Lender's successors and assigns, P.O. Box 2026, Flint,
Michigan 48501-2026)
and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), recorded on
May 10, 2004
, at page(s)
, of the Official Records of
[County and state, or other jurisdiction].

as nominee for
("Mortgagee") amends and supplements
and granted or assigned to Mortgage Electronic Registration Systems, Inc. as
in the original principal sum of U.S. \$ 126,519.00
"Security Instrument"), recorded on
N/A
, or Instrument Number 2004038233
County in the State of Indiana



, at page(s)

2002
00163196
B

The Security Instrument, which was entered into as security for the performance of the Note, encumbers
the real and personal property described in the Security Instrument (and defined in the Security Instrument
as the "Property") which is located at
7007 Arizona Avenue Hammond, IN. 46323
[Property Address].

Initials DK Initials DK Initials _____ Initials _____
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That real property is described as follows:

THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTH 1 ACRE OF THE SOUTH 5 ACRES OF THE WEST 1/3 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9 TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA.

The Borrower(s) 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(s) and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower(s) and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

- NOT OFFICIAL!**
This Document is the property of the Lake County Recorder!
1. The Borrower(s) represents that the Borrower(s) (^{DK}~~DK~~) is () is not the occupant of the Property.
 2. The Borrower(s) 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 U.S. \$4,072.00 have been added to the indebtedness under the terms of the Note and Security Instrument. As of November 1, 2005, 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. \$128,634.11.
 3. The Borrower(s) promise(s) 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 rate of 6.0000%, beginning November 1, 2005. The Borrower(s) promises to make monthly payment of principal and interest U.S. \$785.92, beginning on December 1, 2005, and continuing thereafter on the same date of each succeeding month. If on May 1, 2034, (the "Modified Maturity Date"), the Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower(s) will pay these amounts in full on the Modified Maturity Date. The Borrower(s) will make such payments at Taylor, Bean & Whitaker Mortgage Corp, 1417 N. Magnolia Ave, Ocala, Florida 34475 or at such other place as the Lender may require.

Initials DK Initials DK Initials _____ Initials _____
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4. If at any time the Borrower(s) is in default, the Lender may, by providing a written notice to the Borrower(s), notify the Borrower(s) that the Borrower(s) is/are in default and that the interest which will be charged on the Unpaid Principal Balance may be increased to a yearly rate of 6.0000% beginning on an effective date stated in the notice. That date will be at least thirty (30) days after the date on which the notice is delivered or mailed to the Borrower(s). If the Borrower(s) defaults, the Lender may, at its election, require the Borrower(s) to pay immediately the Unpaid Principal Balance that remains unpaid at that time, all interest that has accrued but not been paid, and any other sums that are evidenced and secured by the Note or Security Instrument. If the Lender does not require that such payment be made immediately, the Borrower(s) shall pay an increased monthly payment that will be based upon the interest rate stated in this Paragraph 4 instead of the interest rate stated in Paragraph 3. The Borrower(s) acknowledges that the increased rate of interest will only be charged if the Borrower(s) does not meet its obligations under Note and Security Instrument, as modified by the Modification.
5. Except to the extent that they are modified by this Modification, the Borrower(s) will comply with all of the 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(s) is/are obligated to make under the Security Instrument.
6. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note or 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(s) and the Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.
7. If one or more riders are executed by the Borrower(s) 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 part of this Modification. [Check applicable box(es)]
- () 1-4 Family Rider - Assignment of Rents
(X) Modification Due on Transfer Rider



Initials PK Initials DK Initials _____ Initials _____
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[To be signed by all Borrower(s), endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

11-12-05
Date

11-12-05
Date

Date

Date

David D. King Jr. (Seal)
David D. King Jr. Borrower

Damita J. King (Seal)
Damita J. King Borrower

Borrower (Seal)

Borrower (Seal)

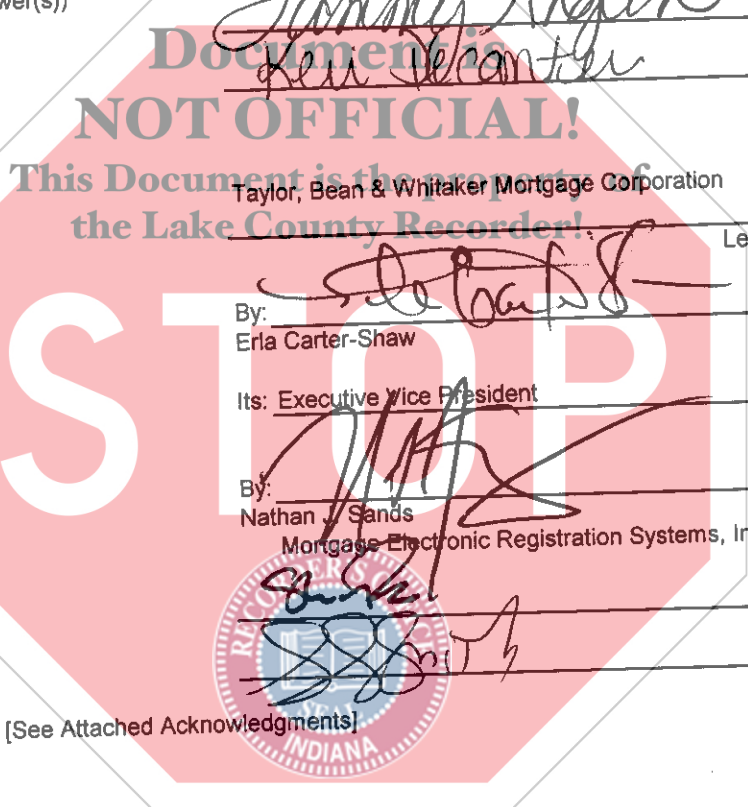
(Two witnesses required for Borrower(s))
(One may be the Notary)

Tommy Anglin
Tommy Anglin Witness

Ken DeCarter
Ken DeCarter Witness

12-30-05
Date

(Corporate Seal is Required)



Taylor, Bean & Whitaker Mortgage Corporation
Lender

By: Erla Carter-Shaw
Erla Carter-Shaw

Its: Executive Vice President

By: Nathan J. Sands
Nathan J. Sands
Mortgage Electronic Registration Systems, Inc.

[Signature]
Witness

[Signature]
Witness

[See Attached Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of: INDIANA

County of: LAKE

Before me, a Notary Public, in and for said County, personally appeared the above named
David D. King Jr. and Damita J. King who is personally

known to me or who has produced INDIANA DRIVERS LICENSE
[type of identification]. Who acknowledged that he/she did sign the foregoing instrument, and that the same is
his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at
this 12th day of NOVEMBER 2005 [date]

(Notary Seal is Required)

Angela J. Onwik (Signature)

Notary Public, state of: INDIANA

My Commission Expires: My Commission Expires
March 3, 2008

LENDER ACKNOWLEDGMENT

NOT OFFICIAL!

**This Document is the property of
the Lake County Recorder!**

State of: Florida

County of: Marion

BEFORE ME, the undersigned authority, on this day personally appeared Eria Carter-Shaw, the
Executive Vice President of Taylor, Bean & Whitaker Mortgage Corporation, 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
purpose and consideration therein expressed as the act and deed of said corporation/association and in
the capacity therein stated.


In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at
this 30th day of December 2005 [date]

(Notary Seal is Required)

Lisa M. Bevers (Signature)

Notary Public, state of: Florida

My Commission Expires: 10/16/09

NOTARY PUBLIC-STATE OF FLORIDA
 Lisa M. Bevers
Commission # DD481798
Expires: OCT. 16, 2009
Bonded Thru Atlantic Bonding Co., Inc.



Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.

