

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 009822

2006 FEB -7 PM 2:57

MICHAEL A. BROWN
RECORDER

FHA Case No. 151-4365651-748
8009468581

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **JANUARY 12, 2006**
between **BENNIE L. HARRIS AND CAROL A. HARRIS, HUSBAND AND WIFE.**

("Borrower"), whose address is
**5191 VIRGINIA STREET
GARY, INDIANA 46409**
and
WASHINGTON MUTUAL BANK, F.A.

When Recorded Return To: MOD 1
First American Title Company **MPG**
P.O. Box 27670
Santa Ana, CA 92799 **2 Lelele 333**
Attn: Loss Mitigation Title Services

("Lender"), whose address is **7255 BAYMEADOWS WAY
JACKSONVILLE, FLORIDA 32256**

and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **AUGUST 3, 1993** and recorded in **Instrument No. 93054354**

LAKE COUNTY, INDIANA, and (2) the Note, in the original principal amount of U.S. \$ **44,753.00**, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. **1000238 0000038468 9** and MERS Registration Date **JULY 4, 2000**, and which covers the real and

personal property described in the Security Instrument and defined therein as the "Property", located at
**5191 VIRGINIA STREET
GARY, INDIANA 46409**

HUD MERS Modification Agreement
FAND# HUDMERSMOD Rev. 04-16-03

ok # 60051669
18 00
AB

the real property described is located in **LAKE COUNTY, INDIANA**
and being set forth as follows:

LOT 9 AND THE SOUTH 20 FEET OF LOT 10, BLOCK 10, IN BROADWAY GARDENS IN THE CITY OF GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 19, PAGE 14, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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 **JANUARY 1, 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **40,286.33** 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 **8.000%**, from **JANUARY 1, 2006**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **355.48**, beginning on the first day of **FEBRUARY, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 01, 2023** (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 3200
MILWAUKEE, WISCONSIN 53224**
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:



(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.

Bennie L. Harris

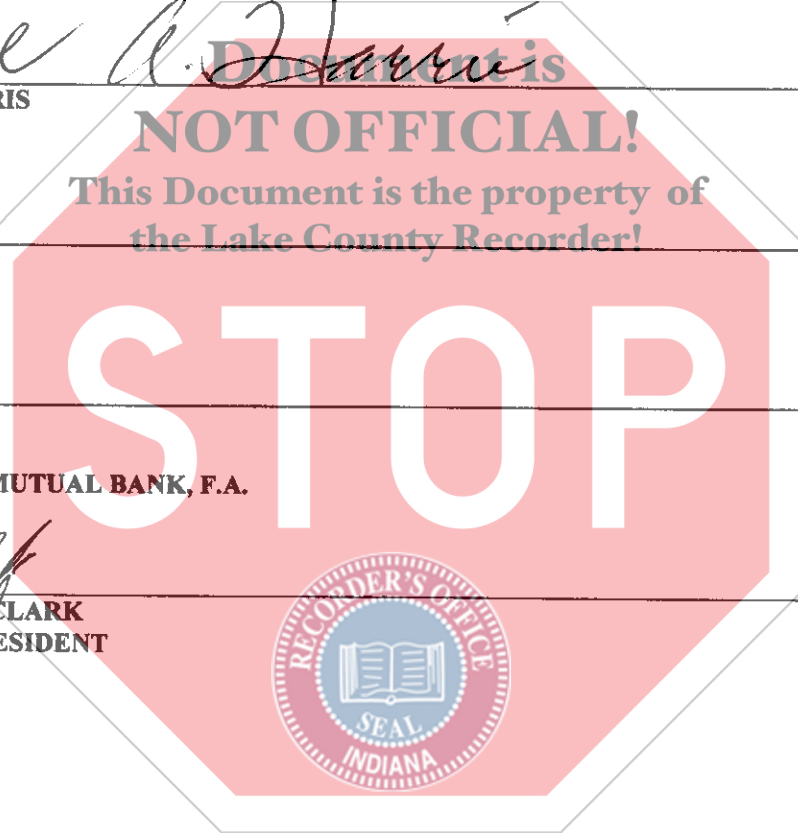
BENNIE L. HARRIS

-Borrower

Carol A. Harris

CAROL A. HARRIS

-Borrower



WASHINGTON MUTUAL BANK, F.A.

Mamie Clark

Name: MAMIE CLARK
Its: VICE PRESIDENT

-Lender

[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY SS: LAKE

On this 18TH day of JANUARY, 2006, before me, the undersigned, a Notary Public in and for said County, personally appeared
BENNIE L. HARRIS AND CAROL A. HARRIS

and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My commission expires: 7-24-08

Ronald J Mesavch
Notary Public
Ronald Mesavch

LENDER ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Ocala

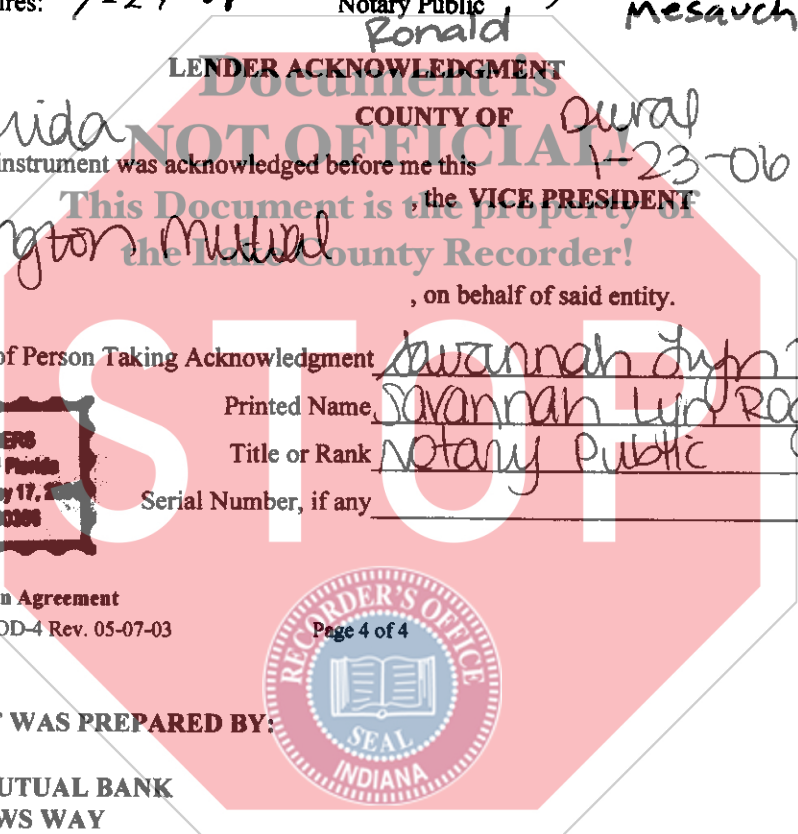
The foregoing instrument was acknowledged before me this 1-23-06 by
MAMIE CLARK the **VICE PRESIDENT**
of Washington Mutual
a _____, on behalf of said entity.

Signature of Person Taking Acknowledgment Savannah Lynn Rogers
Printed Name Savannah Lynn Rogers
Title or Rank Notary Public
Serial Number, if any _____



HUD MERS Modification Agreement
FAND# INHUDMERSMOD-4 Rev. 05-07-03

THIS DOCUMENT WAS PREPARED BY:
MICHAEL KIZER
WASHINGTON MUTUAL BANK
7255 BAYMEADOWS WAY
JACKSONVILLE, FL 32256



8009468581

Prescribed by the
State Board of Accounts
(2005)

County Form 170

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.

