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MICHAEL A. BROWN
RECORDER

Loan #0000326828

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

2777340

This Loan Modification Agreement ("Agreement"), made this 10th day of January, 2006, between MARY M VIGIL ("Borrower") whose address is 3618 175th PL, HAMMOND, IN 46323 and ABN AMRO Mortgage ("Lender") 2600 W. Big Beaver Road, Troy, MI 48084, amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated NOVEMBER 1, 1975 in the amount of \$31,000.00 and recorded in INSTRUMENT # 324379, of the Records of LAKE County 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 3618 175th PL, HAMMOND, IN 46323 the real property described being set forth as follows:

Document is NOT OFFICIAL!
LEGAL DESCRIPTION

LOT 43, ROSE CLAIR SUBDIVISION IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 40, PAGE 33, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. A.P. NO: 26-35-0415-0043

*This property is or will be improved by a single family dwelling.

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. \$11,284.36, consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date. The existing principal balance prior to modification was \$6,746.65.
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 9.0 %, from JANUARY 1, 2006. The Borrower promises to make monthly payments of principal and interest of U.S. \$237.39, beginning on the 1st 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 DECEMBER 1, 2010 (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security

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Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make payments at ABN AMRO Mortgage 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, at its option, 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 canceled, 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, of 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 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 the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

This Document Drafted By:

DONNA DEMARIA

ABN AMRO Mortgage
320 E. Big Beaver Road
Troy, MI 48083

When Recorded Return To:

First American Title Company

P.O. Box 27670

Santa Ana, CA 92799

Attn: Loss Mitigation Title Services

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Steve V. Hensley
First Witness Signature

Mary M. Vigil
MARY M VIGIL (Borrower)

Steve V. Hensley
(First Witness Please Print Name)

Shirley G.
Second Witness Signature

Shaylah Y. Nawas
(Second Witness Please Print Name)

STATE OF Indiana
COUNTY OF Lake
Notary Public

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

On this the 10th day of June, 2006, before me Carolina Borowice A NOTARY PUBLIC, the undersigned officer, personally appeared Mary M. Vigil, known to me (or satisfactorily proven) to be the person(s) whose name is subscribed to the within instrument, and acknowledged that (she) (he) executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seals.

Carolina Borowice
Notary Public
Residing in Lake County,
INDIANA

My Commission Expires: July 19, 2009
Acting in the county of: Lake

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 forgoing declarations are true.

