

Record & Return To:

Schiller & Knapp, LLP
950 New Loudon Rd.
Suite #310
Latham, NY 12110

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 019185

2006 MAR -8 AM 9:50

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MICHAEL A. BROWN
RECORDER

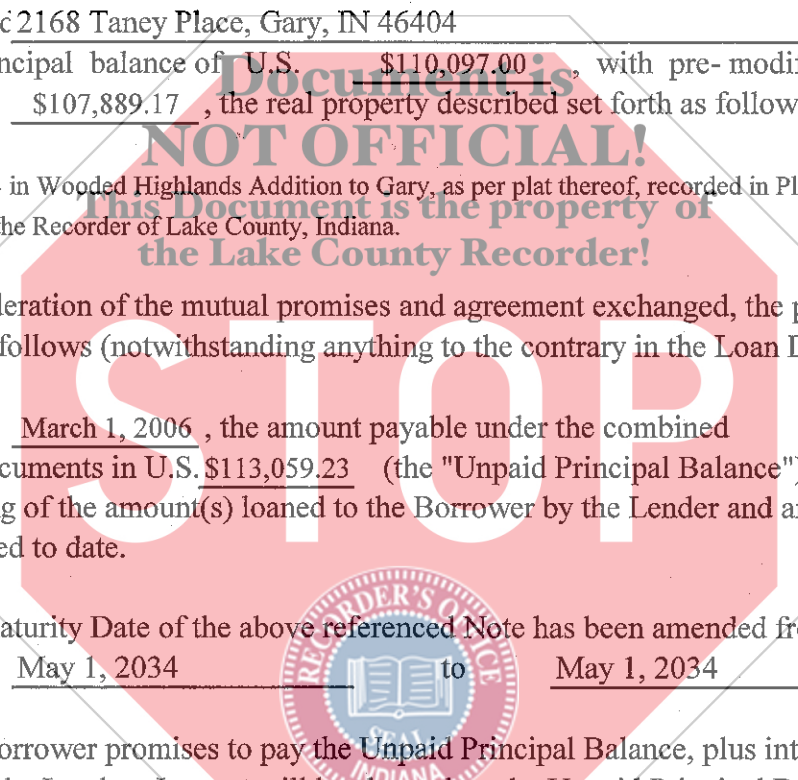
FHA # 151-7586118

Loan # 0010319390

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the 11 Day of February, 2006 between Sharon Cummings ("Borrower(s)") and M&T Mortgage Corporation, One Fountain Plaza, Buffalo, NY 14203 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Secured Debt (the "Security Instrument") to M&T Mortgage Corporation, dated April 26, 2004 recorded May 5, 2004, in Book or as Instrumt# 2004 036936, Page _____ County of Lake State of Indiana (2) the Note bearing the same date as, and secured by, the Security Instrument("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located 2168 Taney Place, Gary, IN 46404 with the original principal balance of U.S. \$110,097.00, with pre-modification principal of U.S. \$107,889.17, the real property described set forth as follows:

Lots 13 and 14 in Block 4 in Wooded Highlands Addition to Gary, as per plat thereof, recorded in Plat Book 27, Page 60, in the Office of the Recorder of Lake County, Indiana.



In consideration of the mutual promises and agreement exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary in the Loan Documents):

1. As of March 1, 2006, the amount payable under the combined Loan Documents in U.S. \$113,059.23 (the "Unpaid Principal Balance") consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The maturity Date of the above referenced Note has been amended from May 1, 2034 to May 1, 2034 ("Maturity Date").
3. 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 6.500% from March 1, 2006

2300
LT
initial: SAE [Signature]

Chicago Title Insurance Company

4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:

(a) Monthly payments of \$729.99 for the payments due from April 1, 2006 through and including May 1, 2034

If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this agreement, the borrower will pay such amounts in full on the Maturity Date.

The Borrower will make such payments at:

M&T Mortgage Corporation
P.O. Box 62182, Baltimore, MD 21264

or at such place as the Lender may require.

5. 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 the Loan Documents. 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 the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.

6. The Borrower also will comply with all other covenants, agreements and requirements of the Loan Documents, including without limitation, the Borrower's covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Loan Documents; 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 Loan Documents (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 affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.

Initial: SAE

7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents 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.

BORROWER

Sharon Cummings
Sharon Cummings

Resides at 2168 Taney Place, Gary, IN 46404

State of Indiana
County of Lake

**Document is
NOT OFFICIAL!**

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

On the 11 day of February in the year 2006 before me, the undersigned, personally appeared Sharon Cummings personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Stephie Adams
Notary Public MY COM EXP 6-13-09



LENDER

M&T Mortgage Corporation (Seal)
LENDER

By [Signature]
Judith M. Palmer Banking Officer
M&T Mortgage Corporation
Residential Mortgage

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LENDER

State of New York
County of ERIE

On the 15 day of February in the year 2006 before me, the undersigned, personally appeared

Judith M. Palmer personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

CLARKE FULKERSON
01F00071415
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 3/18/06



(PAGE 3 OF 3 PAGES)

Deed #1 Notes For: 27-20403307

TAX ID# 25-47-0319-0013

EXHIBIT "A"

SITUATE IN LAKE COUNTY, STATE OF INDIANA:

LOTS 13 AND 14 IN BLOCK 4 IN WOODED HIGHLANDS ADDITION TO GARY, AS PER PLAT THEREOF,
RECORDED IN PLAT BOOK 27, PAGE 60, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
320 SPRINGSIDE DR, SUITE 320
AKRON, OHIO 44333

END OF SCHEDULE A



Record & Return To:

Schiller & Knapp, LLP
950 New Loudon Rd, Ste #310
Latham, NY 12110

STATE OF INDIANA)
COUNTY OF)

Property Address: 2168 Taney Place, Gary, Indiana 46404

The undersigned, being duly sworn, deposes and says that:

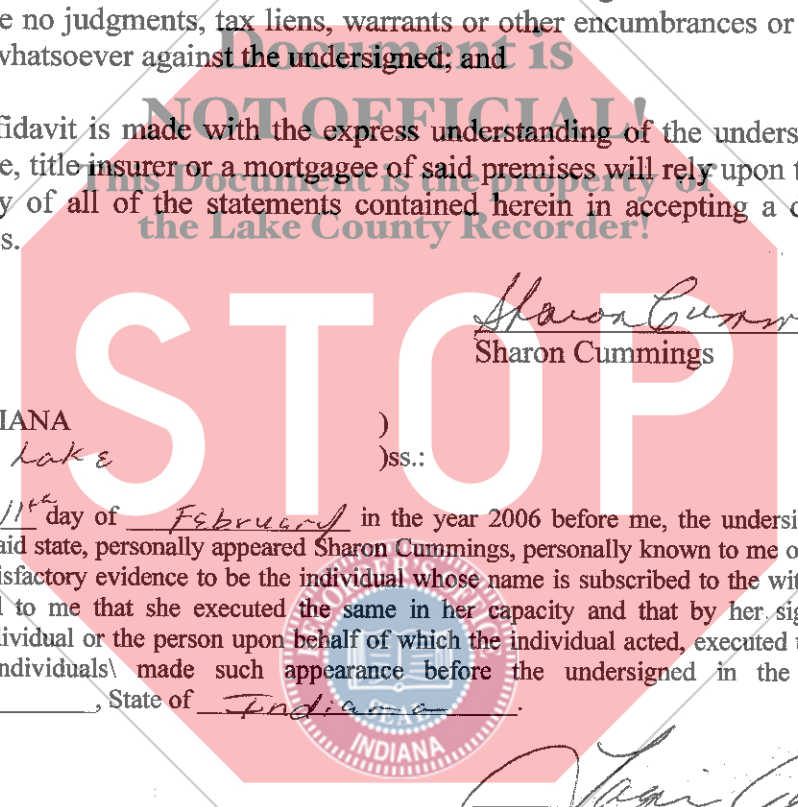
1. The undersigned is the owner in fee of the premises described above; and
2. The attention of the undersigned has been called to certain judgments, tax liens, warrants, bankruptcies and/or incompetencies against persons with names similar to those of the undersigned, and attached hereto and made a part hereof.
3. None of said judgments, tax liens or warrants are against the undersigned and there are no judgments, tax liens, warrants or other encumbrances or liens of any nature whatsoever against the undersigned; and
4. This affidavit is made with the express understanding of the undersigned that a purchase, title insurer or a mortgagee of said premises will rely upon the truth and accuracy of all of the statements contained herein in accepting a deed of said premises.

Sharon Cummings
Sharon Cummings

STATE OF INDIANA)
COUNTY OF Lake)ss.:

On the 11th day of February in the year 2006 before me, the undersigned, a notary public in and for said state, personally appeared Sharon Cummings, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individuals made such appearance before the undersigned in the city/town of Lake, State of Indiana.

Stephie Adde
Notary Public NY COM Exp 6-13-09



DECLARATION

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

