

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2006 021225

2006 MAR 14 PM 2:37

MONICA A. BROWN
RECORDER

Space Above This Line For Recording Data

Prepared By National City Mortgage Co.
TIONA HEDGECOCK Loss Mitigation
Building 2
3232 Newmark Drive
Miamisburg OH 45342
NCM 3316870

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

FHA Case No.
703 151-7582956

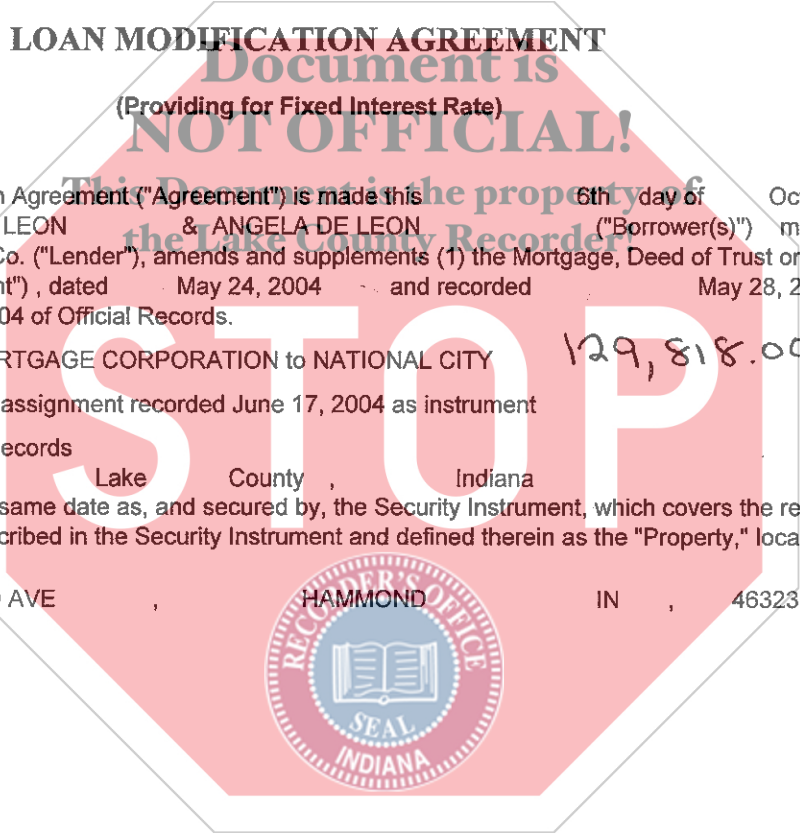
LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement") is made this 6th day of October, 2005, between LUIS DE LEON & ANGELA DE LEON ("Borrower(s)") married and National City Mortgage Co. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated May 24, 2004 and recorded May 28, 2004 as instrument no. 2004-044904 of Official Records.

was assigned from MBC MORTGAGE CORPORATION to NATIONAL CITY MORTGAGE COMPANY, by assignment recorded June 17, 2004 as instrument no. 2004050544 Of Official Records of the Official Records of Lake County, Indiana 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

7610 MARYLAND AVE HAMMOND IN 46323



129,818.00

200
ch 4005845
20-
PO

The real property described being set forth as follows:

LOT 35 IN BLOCK 1 IN TRI STATE MANOR ADDITION TO THE CITY OF HAMMOND,
AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 31, PAGE 23,
IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

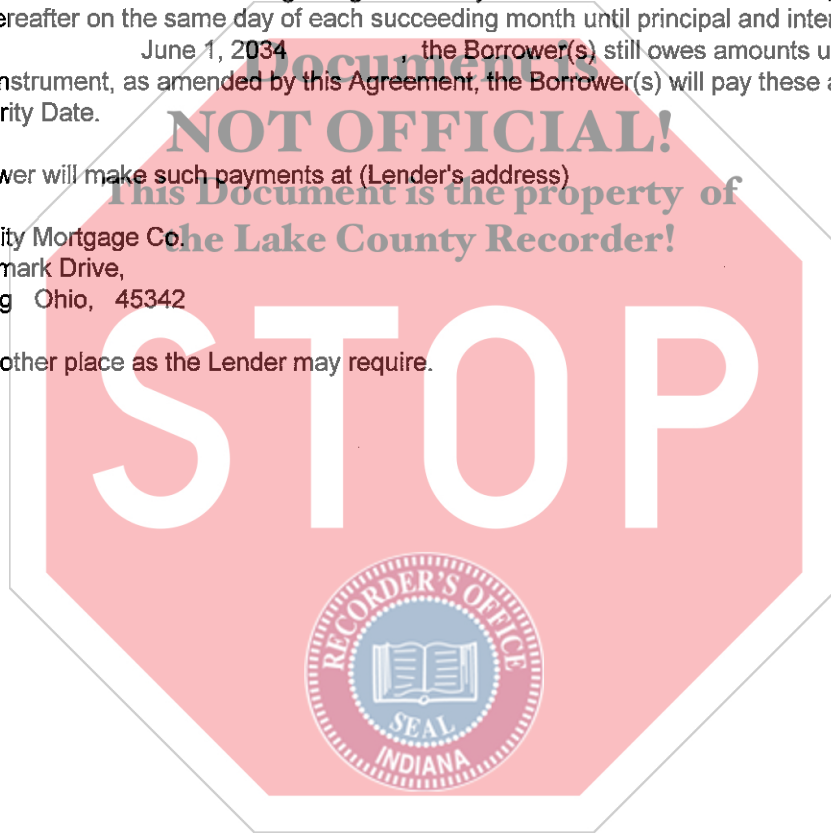
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows
(notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of November 1, 2005 , the amount payable under the Note and the Security Instrument (the "unpaid Principal Balance") is U.S. \$140,744.62 , consisting of the amount(s) loaned to the Borrower(s) by the lender and any interest capitalized to date.
2. The borrower(s) 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 7.000% , from November 1, 2005 . The Borrower(s) promises to make monthly payments of principal and interest of U.S. \$950.26 beginning on the day of December 1, 2005 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on June 1, 2034 , the Borrower(s) still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower(s) will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at (Lender's address)

National City Mortgage Co.
3232 Newmark Drive,
Miamisburg Ohio, 45342

or at such other place as the Lender may require.



3. The Borrower(s) represents that the Borrower(s) [Signature] is, L.D. is not, the occupant of the Property.
4. The Security Instrument, including without limitations, 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 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 number 1 above:
- a. 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. Nothing in this Agreement shall be understood or construed to 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(s) and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

[Signature]
 LUIS DE LEON

[Signature]
 Witness Signature
 Printed Name: Nicole Hernandez

[Signature]
 ANGELA DE LEON

[Signature]
 Witness Signature
 Printed Name: Flaine Chase

(Space Below This Line For Acknowledgement)

STATE OF Indiana : SS
 COUNTY OF Lake

On this 18TH day of JANUARY, 2009, before me a notary public came the above named

LUIS DE LEON & ANGELA DE LEON
 acknowledged the within indenture of Mortgage to be their act and deed, and desired the same to be recorded as such.

Witness my hand and seal, the day and year aforesaid.

[Signature]
 Notary Public Signature
 IND. SUSIE A. RAMOS
 LAKE

My commission expires: 04-19-2013

Notary County of Residence

(Seal)

National City Mortgage

Michael Greaser

By: Michael Greaser
Its: Mortgage Officer

Kristina K. Smith
KRISTINA K. SMITH Witness

Judy Snodgrass
JUDY SNOBGRASS Witness

(Space Below This Line For Corporate Acknowledgement)

STATE OF: OHIO

COUNTY OF: MONTGOMERY

BEFORE ME, the undersigned authority, on this day personally appeared Michael Greaser, the Mortgage Officer of National City Mortgage, 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 purposes and consideration therein expressed as the act and deed of said corporation/association and in the capacity therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 2nd day of February, 2006.

RESIDING IN: MONTGOMERY

**KRISTINA K. SMITH, NOTARY PUBLIC
IN AND FOR THE STATE OF OHIO
MY COMMISSION EXPIRES SEPT. 29, 2008**

Kristina K. Smith
Notary Public (Seal)
Printed Name: KRISTINA K. SMITH

My Commission Expires: _____



STATEMENT OF PREPARATION

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY ONE OF THE PARTIES IN THE WITHIN INSTRUMENT.

Linda Macias

Linda Macias
Modification Specialist
First American Title
3 First American Way
Santa Ana, CA 92707



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.

