

2006 021226

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 MAR 14 PM 2:37

MICHAEL A. BROWN  
RECORDER

**LOAN MODIFICATION AGREEMENT**

RECORDING REQUESTED BY  
**First American Corp.**

WHEN RECORDED MAIL TO:

**FIRST AMERICAN TITLE CO.**  
Loss Mitigation Title Services - LMTS  
P. O. BOX 27670  
SANTA ANA, CA 92799-7670  
Attention: RECORDING DEPT

ORDER NUMBER: 2762729 MPG

STATE INDIANA  
COUNTY LAKE



THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(ADDITIONAL RECORDING FEE APPLIES)

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RECORD AND RETURN TO: *MPG*  
FIRST AMERICAN TITLE *2762729*  
P.O. BOX 27670  
SANTA ANA, CALIFORNIA 92799-7670  
ATTN: SPECIAL DEFAULT SERVICES DIVISION

FHA Case No. 151-504881 5  
8013518603

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **FEBRUARY 3, 2006**  
between **ROBERT L. SMITH, MARRIED MAN**

("Borrower"), whose address is  
**171 SOUTH INDIANA AVENUE  
CROWN POINT, INDIANA 46307**  
and  
**WASHINGTON MUTUAL BANK, F.A.**

("Lender"), whose address is **7255 BAYMEADOWS WAY  
JACKSONVILLE, FLORIDA 32256**  
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated  
**AUGUST 27, 1996** and recorded in **Instrument No. 96058195**  
**LAKE COUNTY, INDIANA**, and (2) the Note, in  
the original principal amount of U.S. \$ **78,119.00**, 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  
**171 SOUTH INDIANA AVENUE  
CROWN POINT, INDIANA 46307**

HUD Modification Agreement  
FAND# HUDMOD Rev. 04-16-03



*R L S*

the real property described is located in **LAKE** COUNTY, INDIANA  
and being set forth as follows:  
**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;**

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 **MARCH 1, 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **75,265.12** 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 **8.500 %**, from **MARCH 1, 2006**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **647.13**, beginning on the first day of **APRIL, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 01, 2026** (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:

*R J L*

**EXHIBIT A**

**LEGAL DESCRIPTION**

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF Indiana, COUNTY OF LAKE, CITY OF CROWN POINT, AND DESCRIBED AS FOLLOWS:

LOTS 113 AND 114 IN YOUNG'S 3RD ADDITION, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN MISCELLANEOUS RECORD "A" PAGE 534, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

A. P. No.: 23-09-0098-0049



(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.

*Robert L. Smith*

ROBERT L. SMITH

-Borrower

Document is

NOT OFFICIAL!

This Document is the property of  
the Lake County Recorder!

STOP



WASHINGTON MUTUAL BANK, F.A.

*Mamie Clark*

Name: MAMIE CLARK  
Its: VICE PRESIDENT

-Borrower

-Borrower

-Borrower

-Lender

[Space Below This Line For Acknowledgment]

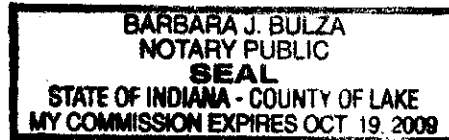
**BORROWER ACKNOWLEDGMENT**

STATE OF IN

LAKE COUNTY SS:

On this 11<sup>th</sup> day of Feb 2006, before me, the undersigned, a Notary Public in and for said County, personally appeared

**ROBERT L. SMITH**



and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My commission expires: 10-19-09

Barbara J. Bulza  
Notary Public BARBARA J. BULZA  
RESIDING IN: LAKE COUNTY

**LENDER ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this FEB. 15, 2006 by

**MAMIE CLARK**, the VICE PRESIDENT

of Washington Mutual Bank

a authorized signing agent, on behalf of said entity.

Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Serial Number, if any



Lillian Tyson  
My Commission DD246020  
Expires September 01 2007

Residing IN: DUVAL COUNTY

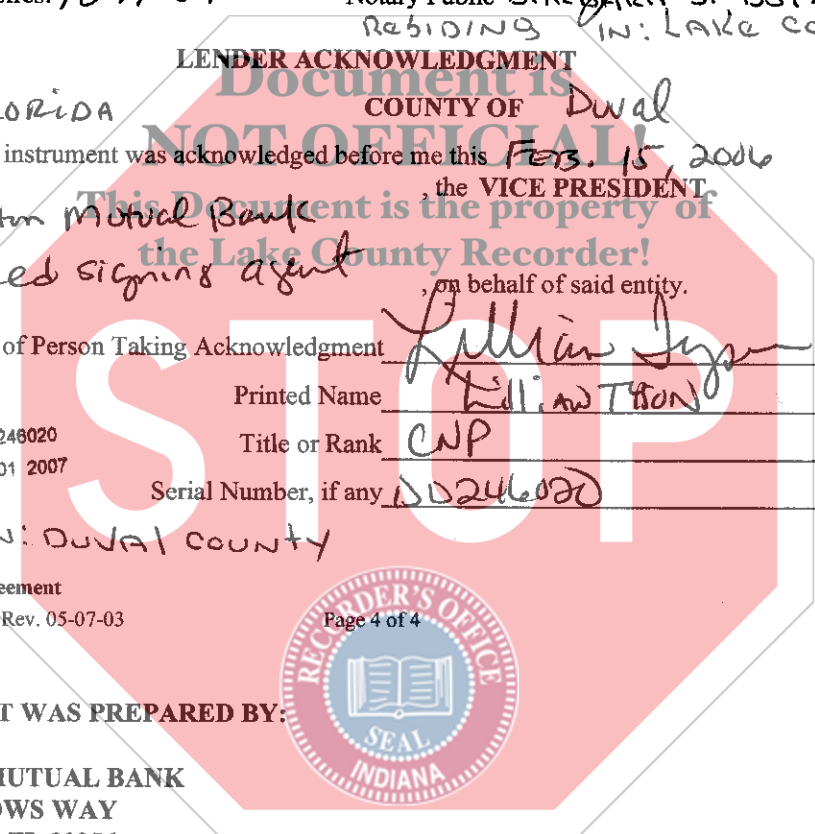
HUD Modification Agreement

FAND# INHUDMOD-4 Rev. 05-07-03

Page 4 of 4

**THIS DOCUMENT WAS PREPARED BY:**

**JOYCE TYSON  
WASHINGTON MUTUAL BANK  
7255 BAYMEADOWS WAY  
JACKSONVILLE, FL 32256**



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.

