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RECORD AND RETURN TO: *MPG*  
FIRST AMERICAN TITLE  
P.O. BOX 27670 *2010137*  
SANTA ANA, CALIFORNIA 92799-7670  
ATTN: SPECIAL DEFAULT SERVICES DIVISION

2006 069273

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 AUG -9 PM 12:42

MICHAEL A. TOWN  
RECORDER

FHA Case No. 151-6112109  
5269417878

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **SEPTEMBER 28, 2005**  
between **SHIRLEY A. WILLIAMS**

("Borrower"), whose address is  
**5750 TANEY PLACE**  
**MERRILLVILLE, INDIANA 46410**  
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  
**OCTOBER 4, 2000** and recorded in **Instrument No. 2000 075502**  
**LAKE COUNTY, INDIANA**, and (2) the Note, in  
the original principal amount of U.S. \$ **123,875.00**, 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  
**5750 TANEY PLACE**  
**MERRILLVILLE, INDIANA 46410**



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

Page 1 of 4

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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 **NOVEMBER 1, 2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **137,878.97** 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 **7.000%**, from **NOVEMBER 1, 2005**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **974.50**, beginning on the first day of **DECEMBER, 2005**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **NOVEMBER 01, 2030** (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

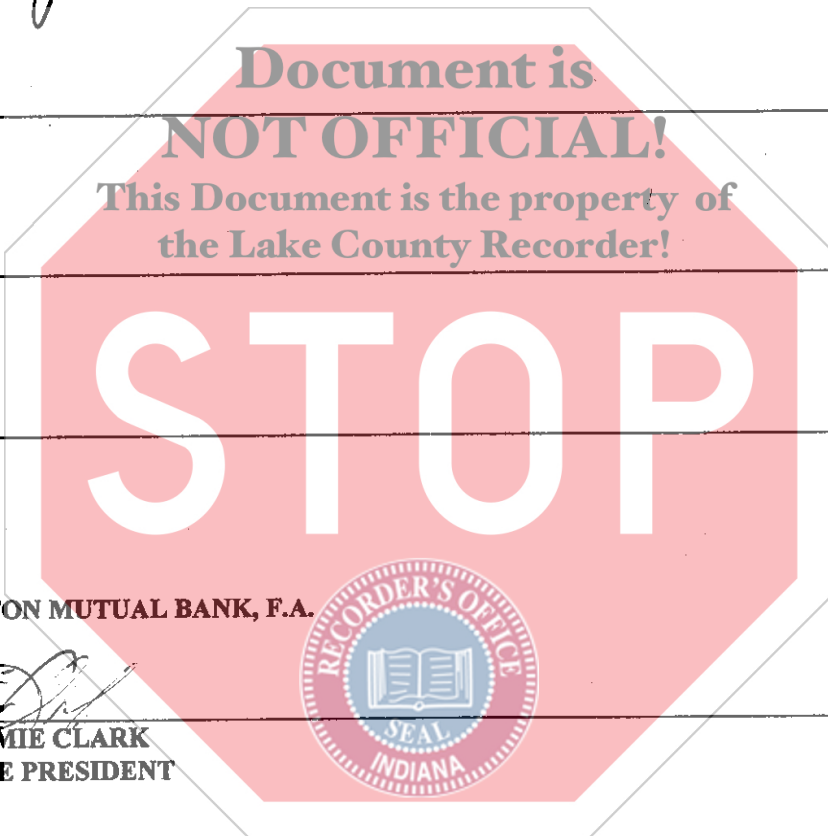
(b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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.

*Shirley A. Williams*  
SHIRLEY A. WILLIAMS

(Seal)  
-Borrower



(Seal)  
-Borrower

(Seal)  
-Borrower

(Seal)  
-Borrower

WASHINGTON MUTUAL BANK, F.A.

*Mamie Clark*  
Name: MAMIE CLARK  
Its: VICE PRESIDENT



(Corporate Seal)  
-Lender

[Space Below This Line For Acknowledgment]

**BORROWER ACKNOWLEDGMENT**

STATE OF INDIANA CITY - MERRILLVILLE COUNTY SS: PORTER  
On this 6th day of OCTOBER 2005, before me, the undersigned, a Notary Public in  
and for said County, personally appeared  
**SHIRLEY A. WILLIAMS**

and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My commission expires: 08-26-2006

[Signature]  
Notary Public

Resides in Porter

**LENDER ACKNOWLEDGMENT**

STATE OF Florida COUNTY OF Duval  
The foregoing instrument was acknowledged before me this 10/28/05 by  
**MAMIE CLARK**, the **VICE PRESIDENT**

of W & Dunnington Mutual Bank,  
a [Signature], on behalf of said entity.

Signature of Person Taking Acknowledgment [Signature]

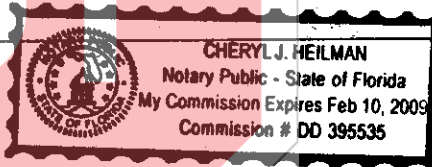
Printed Name \_\_\_\_\_

Title or Rank \_\_\_\_\_

Serial Number, if any \_\_\_\_\_

Resides in DUVAL

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



**THIS DOCUMENT WAS PREPARED BY:**  
**TARA TAYLOR**  
**WASHINGTON MUTUAL BANK**  
**7255 BAYMEADOWS WAY**  
**JACKSONVILLE, FL 32256**

**Exhibit "A"**

LOT 6 IN PART OF BLOCK 4 IN BON AIRE SUBDIVISION, UNIT NO. TWO, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 31 PAGE 78 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

A. P. No.: 08-15-0294-0001



**Indiana Code 36-2-11-15(c) and 36-2-11-15(d).** The statements required by these sections are:

a. "This instrument was prepared by (TARA TAYLOR)." This provision is already required under existing law, so it should already be appearing on current documents.

b. "I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (        )."

