

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2006 074841

2006 AUG 25 PM 12:31

MICHAEL J. STOWAN  
RECORDER

FHA Case No. 151-3976364  
8402636115

### LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **MAY 25, 2006**  
between **ROSE M. ARTEMIS, A MARRIED PERSON**

("Borrower"), whose address is  
**2853 ELKHART STREET  
LAKE STATION, INDIANA 46405**  
and  
**WASHINGTON MUTUAL BANK, F.A.**

**WHEN RECORDED MAIL TO:**  
First American Title  
P.O. Box 27670  
Santa Ana, CA 92799  
Attn: Recording Dept.

*MPG*

*28878817* 

("Lender"), whose address is **7255 BAYMEADOWS WAY  
JACKSONVILLE, FLORIDA 32256**

and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **DECEMBER 31, 1991** and recorded in **Instrument No. 92000362**

**LAKE COUNTY, INDIANA**, and (2) the Note, in the original principal amount of U.S. \$ **42,039.00**, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. **100010980003789947** and MERS Registration Date **SEPTEMBER 12, 2000**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at **2853 ELKHART STREET LAKE STATION, INDIANA 46405**

HUD MERS Modification Agreement  
FAND# HUDMERSMOD Rev. 04-16-03



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*1800*  
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the real property described is located in **LAKE COUNTY, INDIANA**  
 and being set forth as follows:  
**HOBART TOWNSHIP, 1ST SUBDIVISION EAST GARY, LOTS 22 AND 23, BLOCK 10 CITY OF LAKE STATION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 7 PAGE 9 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, IN.**

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 **JUNE 1, 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **40,392.38** 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 **JUNE 1, 2006**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **390.42**, beginning on the first day of **JULY, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JANUARY 01, 2022** (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 53201**  
 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:

*RMA* \_\_\_\_\_

(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.

*Rose M. Artemis*

ROSE M. ARTEMIS

-Borrower

Document is  
**NOT OFFICIAL!**

-Borrower

This Document is the property of  
the Lake County Recorder!

-Borrower

**STOP**

-Borrower

WASHINGTON MUTUAL BANK, F.A.

*Wendy A. Woodcock*

Name: WENDY A. WOODCOCK  
Its: VICE PRESIDENT

-Lender



[Space Below This Line For Acknowledgment]

**BORROWER ACKNOWLEDGMENT**

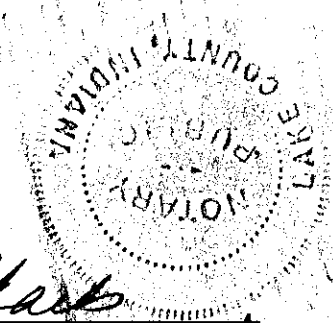
STATE OF Indiana COUNTY SS: Lake  
On this 2nd day of June, 2006, before me, the undersigned, a Notary Public in  
and for said County, personally appeared  
**ROSE M. ARTEMIS**

and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

My commission expires: 7-20-09

Gayle E. Michaels  
Notary Public Lake County President  
Gayle E. Michaels



**LENDER ACKNOWLEDGMENT**

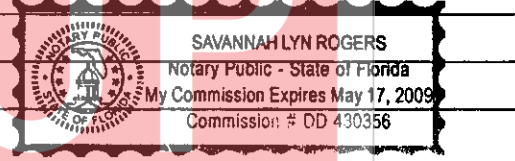
STATE OF Florida COUNTY OF Duval  
The foregoing instrument was acknowledged before me this 6-12-06 by  
**WENDY A. WOODCOCK**, the VICE PRESIDENT  
of Washington Mutual  
a \_\_\_\_\_, on behalf of said entity.

Signature of Person Taking Acknowledgment Savannah Lyn Rogers

Printed Name SAVANNAH LYN ROGERS

Title or Rank SAVANNAH LYN ROGERS

Serial Number, if any \_\_\_\_\_  
My Commission Expires May 17, 2009  
Commission # DD 430356



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

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**THIS DOCUMENT WAS PREPARED BY:**  
**EMERSON D. MERRIEWETHER**  
**WASHINGTON MUTUAL BANK**  
**7255 BAYMEADOWS WAY**  
**JACKSONVILLE, FL 32256**

"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

Debi Elrod  
DEBI ELROD

