RECORD AND RETURN TO: MPC-FIRST AMERICAN TITLE P.O. BOX 27670 3007073 SANTA ANA, CALIFORNIA 92799-7670 ATTN: SPECIAL DEFAULT SERVICES DIVISION

2006 095343

STATE OF INDIANA LAME COUNTY FILEO FOR RECORD

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MICHAEL A. BROWN RECORDER

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## LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20TH day of JULY, 2006 between PRISCILLA JOHNSEN

# Document is

("Borrower") and OPTION ONE MORTGAGE CORPORATION

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated MARCH 21, 2005

Instrument No. 2005027169, of the Official Records of Name of Records

LAKE COUNTY, INDIANA

and (2) the Note, bearing the same date as,

0015884000

[County and State, or other Jurisdiction] 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

1103 MADISON AVE, DYER, INDIANA 46311

[Property Address]

the real property described being set forth as follows:

LOT 5, NORTHGATE 10TH ADDITION, TO THE TOWN OF DYER, AS SHOWN IN PLAT BOOK 44, PAGE 81, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

Form 3179 1/01 (rev. 8/01) (page 1 of 5)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument FAND# 3179 Rev. 05-31-06

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

- 1. As of AUGUST 1, 2006 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 151,749.52 , consisting of the amount(s) loaned to Borrower by Lender and any interest capitalized to date.
- Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. 9.340 Interest will be charged on the Unpaid Principal Balance at the yearly rate of . Borrower promises to make monthly payments of principal from AUGUST 1, 2006 , beginning on the 1ST day of SEPTEMBER, 2006 , and interest of U.S. \$ 1,269.27 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of % will remain in effect until principal and interest 9.340 is paid in full. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may be entitled. If on APRIL 01, 2035 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Borrower will make such payments at 6501 IRVINE CENTER DRIVE IRVINE, CALIFORNIA 92618 or at such other place as Lender may require.

- 3. If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument.
  - If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower 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 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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
  - (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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.

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
FAND# 3179-2 Rev. 07-30-03

Form 3179 1/01 (rev. 8/01)

(page 2 of 4)

## 0015884000

- 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.

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument FAND# 3179-3 Rev. 05-31-06

Form 3179 1/01 (rev. 8/01) (page 3 of 5)

Signature of Person Taking Acknowledgment  Printed Name  Title or Rank  Serial Number, if any  LENDER ACKNOWLEDGMENT  The foregoing instrument was acknowledged before me this  OPTION ONE MORTGAGE CORPORATION  HIS DOCUMENT WAS PREPARED BY:  hristopher Lindsey  Printed Name  Signature of Person Taking Acknowledged Defore me this  Serial Number, if any  SCAPLET LANG  COMM. # 1836781  NOTARY PUBLIC, Lake County, Incliance  My Commission Explores Acknowledged Defore me this  The Vice President, Loss Mittigation  OPTION ONE MORTGAGE  Title or Rank  Serial Number, if any  SCARLET LANG  COMM. # 1836781  NOTARY PUBLIC-CALIFORNIA  OPTION ONE MORTGAGE CORPORATION  Printed Name  SCARLET LANG  COMM. # 1836781  NOTARY PUBLIC-CALIFORNIA  NOTARY PUBLIC-CALIFORNIA  NOTARY PUBLIC-CALIFORNIA  COMM. # 1836781  NOTARY PUBLIC-CALIFORNIA  NOT	[Space Below This Line for	r Acknowledgments]	
Signature of Person Taking Acknowledgment  Printed Name  Title or Rank  Serial Number, if any  LENDER ACKNOWLEDGMENT  TATE OF CALIFORNIA  COUNTY OF CALIFORNIA  ORANGE COUNTY  Signature of Person Taking Acknowledged before me this 20 TWY 26, 2006 by riscilla Villar  OPTION ONE MORTGAGE  Title or Rank  Serial Number, if any  SCARLETTLANG  COUNTY OF CALIFORNIA  ORANGE COUNTY  Signature of Person Taking Acknowledgment  Printed Name  CALIFORNIA  Serial Number, if any  SCARLETTLANG  COMM. # 1836781  ORANGE COUNTY  OR	STATE OF Insparia co	UNTY OF Pake	
Printed Name  Title or Rank  Notal Public, Lake County, Indiana  Serial Number, if any  Resident of Lake County, Indiana  LENDER ACKNOWLEDGMENT  TATE OF CALIFORNIA  COUNTY OF CRANGE  The foregoing instrument was acknowledged before me this we riscilla Villar  OPTION ONE MORTGAGE  CALIFORNIA CORPOLATION  Signature of Person Taking Acknowledgment  Printed Name  CALIFORNIA CORPOLATION  Serial Number, if any  Serial Number, if any  Serial Number, if any  Serial Number, if any  Taffara, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this	The foregoing instrument was acknowledged before PRISCILLA JOHNSEN	me this 7.21.06	by
Printed Name  Title or Rank  Notal Public, Lake County, Indiana  Serial Number, if any  Resident of Lake County, Indiana  LENDER ACKNOWLEDGMENT  TATE OF CALIFORNIA  COUNTY OF CRANGE  The foregoing instrument was acknowledged before me this we riscilla Villar  OPTION ONE MORTGAGE  CALIFORNIA CORPOLATION  Signature of Person Taking Acknowledgment  Printed Name  CALIFORNIA CORPOLATION  Serial Number, if any  Serial Number, if any  Serial Number, if any  Serial Number, if any  Taffara, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this			
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Title or Rank    Notaty Public, Lake County, Indiana Notaty Public, Lake County, Indiana My Commission Expires August 15, 200 Resident of Lake County, Indiana LENDER ACKNOWLEDGMENT    TATE OF CALIFORNIA	Signature of Person Taking Acknowledgment_	Carlin Jane	
Serial Number, if any  NOTARY PUBLIC, Lake County, Indiana  LENDER ACKNOWLEDGMENT  TATE OF CALIFORNIA  COUNTY OF CALAGE  The foregoing instrument was acknowledged before me this Calage  the Vice President, Loss Mitigation  on behalf of said entity.  Signature of Person Taking Acknowledgment  Printed Name CALIFORNIA  Serial Number, if any  Scarlettland  COMM. # 1863781  NOTARY Public California  ONCAMBLE COUNTY  My Commission Expires August 15, 200  by  the Vice President, Loss Mitigation  CALIFORNIA To Rank  NOTARY Public California  ONCARGE COUNTY  My Commission Expires  by  the Vice President, Loss Mitigation  CALIFORNIA  Title or Rank  NOTARY Public California  ONCARGE COUNTY  My Commission Expires  Jenuary 10, 2010  Taffinn, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this	Printed Name_	DARLENE SAIRE	<del></del>
Serial Number, if any  NOTARY PUBLIC, Lake County, Indiana  LENDER ACKNOWLEDGMENT  TATE OF CALIFORNIA  COUNTY OF CALAGE  The foregoing instrument was acknowledged before me this Calage  the Vice President, Loss Mitigation  on behalf of said entity.  Signature of Person Taking Acknowledgment  Printed Name CALIFORNIA  Serial Number, if any  Scarlettland  COMM. # 1863781  NOTARY Public California  ONCAMBLE COUNTY  My Commission Expires August 15, 200  by  the Vice President, Loss Mitigation  CALIFORNIA To Rank  NOTARY Public California  ONCARGE COUNTY  My Commission Expires  by  the Vice President, Loss Mitigation  CALIFORNIA  Title or Rank  NOTARY Public California  ONCARGE COUNTY  My Commission Expires  Jenuary 10, 2010  Taffinn, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this	Title or Rank	Notre & PUBLISHE SAVIE	
The foregoing instrument was acknowledged before me this Sec July 26, 2006 by riscilla Villar the Vice President, Loss Mitigation OPTION ONE MORTGAGE  CALIFORNIAT CORPOLATION on behalf of said entity.  Signature of Person Taking Acknowledgment  Printed Name SCARLETT LANG COMM. # 1836781 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY  My Commission Express January 10, 2010  HIS DOCUMENT WAS PREPARED BY: hristopher Lindsey PITON ONE MORTGAGE CORPORATION The first of the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this	Serial Number, if any	NOTARY PUBLIC, Lake Cour My Commission Expires Augu	ist 15 <b>,</b> 200
The foregoing instrument was acknowledged before me this the Tuly 21, 206 by riscilla Villar the Vice President, Loss Mitigation on behalf of said entity.  CALIFORNIATE OFFICE ATION on behalf of said entity.  Signature of Person Taking Acknowledgment  Printed Name  CARIFT LANG COMM. # 1636781 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY My Commission Expires January 10, 2010  HIS DOCUMENT WAS PREPARED BY: hristopher Lindsey PTION ONE MORTGAGE CORPORATION ADA  WINE, CALIFORNIA 92618  by  the Vice President, Loss Mitigation on behalf of said entity.  SCARLETT LANG COMM. # 1636781 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY My Commission Expires January 10, 2010  Taffirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this	LENDER ACKNOV	* .	
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Shirley Bonner			
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JOHNSEN 1103 MADISON AVE DYER, INDIANA 46311 OPTION ONE MORTGAGE CORPORATION

# EXHIBIT

## NOTICE OF NO ORAL AGREEMENTS

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

## THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Receipt of Notice. The undersigned hereby admit to having each received and read a copy of this Notice on or before execution of the Loan Agreement. "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, pursuant to which a financial institution loans or delays repayment of or agrees to loan or delay repayment of money, goods or any other thing of value or to otherwise extend credit or make a financial accommodation.

Date PRISCILLA JÓHNSEN ocument is Date Borrower TOFFICIAL! This Document is the property of the Lake County Recorder! Date Воттоwет Date Вогтоwег Date Borrower Date Вотгоwег

FAND# FAND033 Rev. 06-11-02

JOHNSEN 1103 MADISON AVE DYER, INDIANA 46311 OPTION ONE MORTGAGE CORPORATION

EXILIBIT

# ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

In consideration of OPTION ONE MORTGAGE CORPORATION

(the "Lender") agreeing to modify the referenced loan (the "Loan") to the Borrower, the Borrower agrees that if requested by the Lender, the Borrower will correct, or cooperate in the correction of, any clerical errors made in any document or agreement entered into in connection with the modification of the Loan, if deemed necessary or desirable in the reasonable discretion of the Lender, to enable Lender to sell, convey, seek guaranty or market the Loan to any entity, including without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Federal Housing Authority, the Department of Veterans Affairs or any municipal bond authority.

The Borrower agrees to comply with all such requests made by the Lender within 30 days of receipt of written request from the Lender. Borrower agrees to assume all costs that may be incurred by the Lender, including without limitation, actual expenses, legal fees and marketing losses, as a result of the Borrower's failure to comply with all such requests within such 30 day time period.

The Borrower makes this agreement in order to assure that the documents and agreements executed in connection with the modification of the Loan will conform to and be acceptable in the marketplace in the event the Loan is transferred, conveyed, guaranteed or marketed by the Lender.

Time alle Decument is	
This Document is the property of the Lake County Recorder!	Date
	Date
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	Date
WDIANA	Date
	Date

JTH-IN-LENDING DISCLOSURE CATEMENT FEDERAL :

Creditor: OPTION ONE MORTGAGE CORPORATION

3 ADÄ

**IRVINE, CALIFORNIA 92618** 

Loan Number: 0015884000

Date: AUGUST 1, 2006

Borrower(s) Name(s): PRISCILLA JOHNSEN

EXHIBIT

Mailing Address:

1103 MADISON AVE, DYER, INDIANA 46311

Property Address:

1103 MADISON AVE, DYER, INDIANA 46311

**ANNUAL** PERCENTAGE RATE

The cost of your credit as a yearly rate.

**FINANCE CHARGE** 

The dollar amount the credit

will cost you.

Amount Financed

The amount of credit provided to you or on

your behalf.

Total **Payments** 

The amount you have paid after you have made all payments as scheduled.

436,632.74

9.340

284,883.22

151,749.52

YOUR PAYMENT SCHEDULE WILL BE: When Payments When Payments Number of Amount of Amount of Number of Payments Are Due Are Due Payments Payments **Payments** Monthly Beginning: 09/01/2006 343 1,269.27 \$1,273.13 04/01/2035 1 Document is

NOT OFFICIAL!

This Document is the property of
Variable Rate Feature: Your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.
Insurance: You may obtain property insurance from anyone you want that is acceptable to Lender.
Security: You are giving a security interest in the property being purchased or refinanced.
Filing or Recording Fees: \$ 75.00
Late Charge: If a payment is more than 15 days late, you will be charged 4.000 % of the payment.
Prepayment: If you pay off early, you may will not have to pay a penalty.
may X will not be entitled to a refund of part of the finance charge.
Assumption: Someone buying your property and may subject to conditions may not assume the remainder of your loan on the original terms.
See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties. All numerical disclosures except the late payment disclosure are estimates.

THE UNDERSIGNED ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.

FAND# MODTIL Rev. 12-12-04

## NOTICE OF RIGHT TO CANCEL

0015884000

### Your Right To Cancel

## EXHIBIT

You are entering into a transaction that will result in a security interest in your home. You have a legal right under Federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

(1) the date of the transaction, which is AUGUST 1, 2006

; or

- (2) the date you received your Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel the transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

#### **How to Cancel**

If you decide to cancel this transaction, you may do so by notifiying us in writing, at:

OPTION ONE MORTGAGE CORPORATION 3 ADA

**IRVINE, CALIFORNIA 92618** 

I WISH TO CANCEL

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of AUGUST 5, 2006 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

	Date:
Consumer's Signature	
	ER'S ON THE PROPERTY OF THE PR
The undersigned acknowledges receipt of two copies of the other Truth in Lending disclosures.	foregoing "Notice of Right to Cancel," as well as one copy of
Girll Johnsen	Date:
Consumer's Signature/	

### CERTIFICATE OF CONFIRMATION

As more than three business days have elapsed since the undersigned received the foregoing "Notice of Right to Cancel" (or more than three business days following the latest of the three events listed in the foregoing notice), the undersigned represents and warrants that he/she has not exercised his/her right to rescind, and that he/she does not wish to and will not rescind said transaction.

(1) $(1)$	1 1			
Timelle Thron 71	21/2006	Date:		
Consumer's Signature/			· · · · · · · · · · · · · · · · · · ·	

PRISCILLA JOHNSEN