

RECORD AND RETURN TO:  
FIRST AMERICAN TITLE *MPG*  
P.O. BOX 27670  
SANTA ANA, CA 92799-7670  
ATTN: LMTS

2006 108681

STATE OF INDIANA  
LAKE COUNTY  
FILED

NOV 13 2006 10:42

MICHAEL A. BROWN  
RECORDER

FHA Case No. 703 151-544009 1  
8005728376

## LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **NOVEMBER 2, 2006**  
between **MICHAEL MARKUSIC, A DIVORCED MAN**

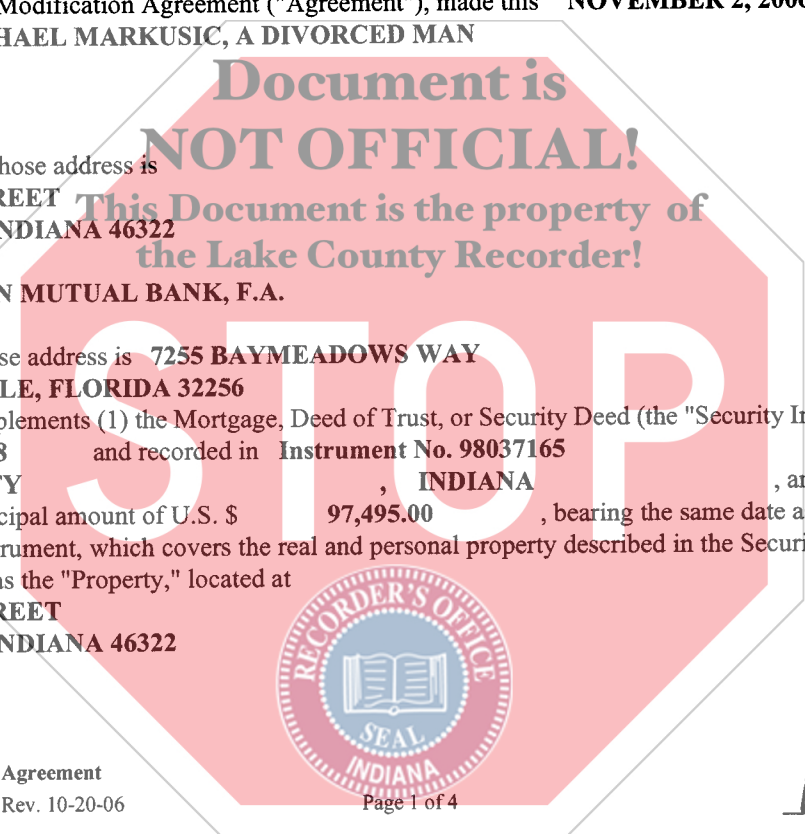
("Borrower"), whose address is  
**9747 ERIE STREET  
HIGHLAND, INDIANA 46322**  
and  
**WASHINGTON MUTUAL BANK, F.A.**

("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  
**APRIL 29, 1998** and recorded in **Instrument No. 98037165**  
**LAKE COUNTY**, **INDIANA**, and (2) the Note, in  
the original principal amount of U.S. \$ **97,495.00**, 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  
**9747 ERIE STREET  
HIGHLAND, INDIANA 46322**

HUD Modification Agreement  
FAND# HUDMOD Rev. 10-20-06

Page 1 of 4



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the real property described is located in LAKE COUNTY, INDIANA, and being set forth as follows:

**THE SOUTH 85 FEET OF THE WEST 125 FEET OF LOT 30 IN ERIE SUBDIVISION NO. 1 OF THE INDUSTRIAL CENTER LAND COMPANY IN THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED NOVEMBER 5, 1942 IN PLAT BOOK 26, PAGE 36 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 **DECEMBER 1, 2006**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **103,897.53** 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 **8.000 %**, from **DECEMBER 1, 2006**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **846.03**, beginning on the first day of **JANUARY, 2007**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **MAY 01, 2028** (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:

*MM MM*

(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.

*Michael Markusic*  
MICHAEL MARKUSIC \_\_\_\_\_ 11-14-06  
-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 Woodcock*  
Name: WENDY A. WOODCOCK \_\_\_\_\_  
Its: VICE PRESIDENT \_\_\_\_\_  
-Lender



[Space Below This Line For Acknowledgment]

**BORROWER ACKNOWLEDGMENT**

8005728376

STATE OF INDIANA

LAKE

COUNTY SS:

On this 12 day of November, 2006, before me, the undersigned, a Notary Public in and for said County, personally appeared **MICHAEL MARKUSIC**

and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Sharon K Chalpen  
Notary Public  
Residing in Porter County

My commission expires: **MY COMMISSION EXPIRES**  
OCTOBER 17, 2009

STATE OF Florida

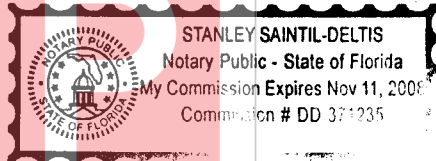
**LENDER ACKNOWLEDGMENT**

COUNTY OF WALTON

The foregoing instrument was acknowledged before me this 18th day of November, 2006

**WENDY A. WOODCOCK**, the **VICE PRESIDENT**  
of Washington Mutual, on behalf of said entity.

Stanley Saintil-Deltis  
Notary Public



**THIS DOCUMENT WAS PREPARED BY: STANLEY SAINTIL-DELTIS**  
**WASHINGTON MUTUAL BANK**  
**7255 BAYMEADOWS WAY, JACKSONVILLE, FL 32256**

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law **STANLEY SAINTIL-DELTIS**

[Printed Name]