2007 095650



2007 DEC - 6 AM 8: 46

MICHAEL A. BROWN RECORDER

When recorded mail to: MPGFirst American Title Lenders Advantage Loss Mitigation Title Services- LMTS 1100 Superior Ave., Ste 200 Cleveland, OH 44115 3734620 Attn: National Recordings 1120

MAIL TAX STATEMENTS TO: OPTION ONE MORTGAGE CORPORATION 3 ADA **IRVINE, CALIFORNIA 92618**

[Space Above This Line for Recording Data]

Loan No. 0015984925 Fannie Mae Loan No. 192155

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Original Note Amount: \$ 52,000.00 Original Recorded Date: MARCH 14, 2005

This Loan Modification Agreement ("Agreement"), made this 21ST day of SEPTEMBER, 2007, between WALTER B POWER SR AND WILLIE B POWER, HUSBAND AND WIFE

NOT OFFICIAL!

("Borrower") and OPTION ONE MORTGAGE CORPORATION Derty of

("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 4, 2005 and recorded in Records of Instrument No. 2005-018670 Official of the

(Name of Records)

and (2) the Note, bearing the same date as, LAKE COUNTY, INDIANA

(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

3851 KENTUCKY ST, GARY, INDIANA 46409

(Property Address)

the real property described being set forth as follows:

THE NORTH 21 FEET OF LOT 14, ALL OF LOT 13 AND THE SOUTH 6 FEET OF LOT 12, BLOCK 21 THE GREAT GARY REALTY CO'S FIRST ADDITION TO GARY, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 11 PAGE 8, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

22¹² 291 2578091

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument FAND# 3179 Rev. 08-13-07

Form 3179 1/01 (rev. 6/06) (page 1 of 5)

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):

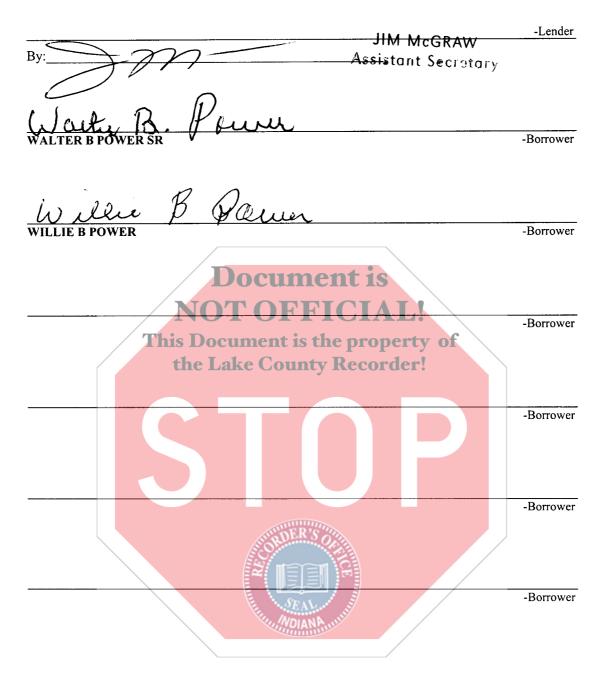
- 1. As of OCTOBER 1, 2007 , the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 56,150.65 , consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
- 2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.000 %, from OCTOBER 1, 2007 . Borrower promises to make monthly payments of principal and interest of U.S.\$ 383.85 , beginning on the 1ST day of NOVEMBER, 2007 , and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 7.000 % will remain in effect until principal and interest are paid in full. 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.
- 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 the 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 delivered or mailed 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 the 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 Form 3179 1/01 (rev. 6/06) FAND# 3179-2 Rev. 08-13-07 (page 2 of 5)

- Borrower understands and agrees that:
 - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
 - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
 - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
 - (d) 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.
 - ocument is (e) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
 - This Document is the property of (f) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns



OPTION ONE MORTGAGE CORPORATION



LOAN MODIFICATION AGREEMENT - Single Family - **Fannie Mae Uniform Instrument** FAND# 3179-4 Rev. 08-13-07

Form 3179 1/01 (rev. 6/06) (page 4 of 5)

| | _[Space Below This Line for Acknowledgments] | |
|---|---|----------------------------------|
| STATE OF INDIANA | COUNTY OF LAKE | |
| The foregoing instrumer WALTER B POWER SR A | nt was acknowledged before me this 9-24-67 AND WILLIE B POWER by | |
| Signature of Persor | Taking Acknowledgment Jan D. Mill Printed Name Frances D. Warren governments | |
| | CDANY CDANY | FFICIAL SEAL CES D. WALKER |
| | NOTAR | Y PUBLIC - INDIANA AKE COUNTY |
| | Serial Number, It ally | Expires Oct. 2, 2009 |
| | LENDER ACKNOWLEDGMENT | |
| STATE OF COLLEGE | VINOCUICOUNTY OF S Ovange | |
| of Thi | is Document is the property of | fary |
| a California C | Mortgage ounty, on behalf of said entity. | |
| | n Taking Acknowledgment | |
| Signature of Person | Printed Name | |
| | Title or Rank | |
| | Serial Number, if any | |
| | COMM.# 1636781 五 | |
| | NOTARY PUBLIC-CALIFORNIA A ORANGE COUNTY | |
| | MY COMM. EXP. JAN. 10, 2010 | |
| | | |
| THIS DOCUMENT WAS I CYNTHIA SMITH OPTION ONE MORTGAO 3 ADA | that I have taken reasonable care to redact | |
| IRVINE, CALIFORNIA 92 | | |
| | Shirley Bonner | |
| | | |