

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 DEC 12 AM 9:02

MICHAEL A. BROWN  
RECORDER

2007 097088

When recorded mail to: *MPG*  
First American Title Lenders Advantage  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44115 *3750976*  
Attn: National Recordings 1120

~~MAIL TAX STATEMENTS TO:~~  
WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD, MAC# X7801-03K  
FORT MILL, SOUTH CAROLINA 29715

[Space Above This Line for Recording Data]

Loan No. 1100205235

Fannie Mae Loan No. 120944442

### LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Original Note Amount: \$ 198,900.00  
Original Recorded Date: MAY 25, 2006

This Loan Modification Agreement ("Agreement"), made this 20TH day of SEPTEMBER, 2007 ,  
between DEMETRIC T. BELL AND BARBARA L. BELL, HUSBAND AND WIFE

("Borrower") and WELLS FARGO BANK, N.A.

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated MAY 15, 2006 and recorded in Instrument No. 2006-044585 , of the Official Records of

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

7712 MURRELET STREET, HOBART, INDIANA 46342

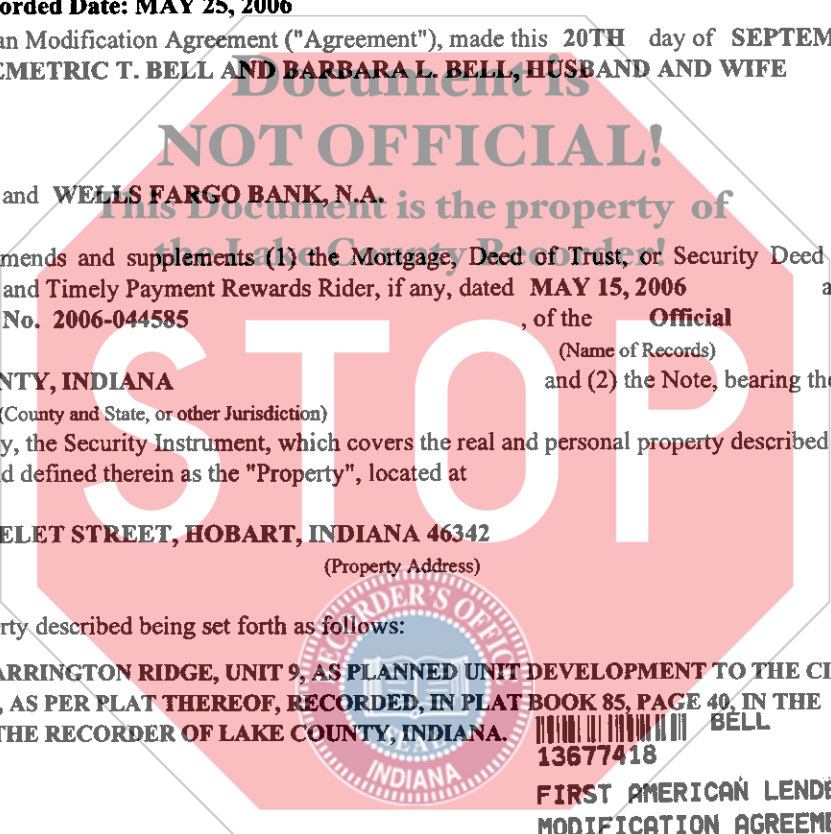
(Property Address)

the real property described being set forth as follows:

LOT 56 IN BARRINGTON RIDGE, UNIT 9, AS PLANNED UNIT DEVELOPMENT TO THE CITY OF HOBART, AS PER PLAT THEREOF, RECORDED, IN PLAT BOOK 85, PAGE 40, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

13677418

BELL  
IN  
FIRST AMERICAN LENDERS ADVANTAGE  
MODIFICATION AGREEMENT



*22-594807*  
*20*

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):

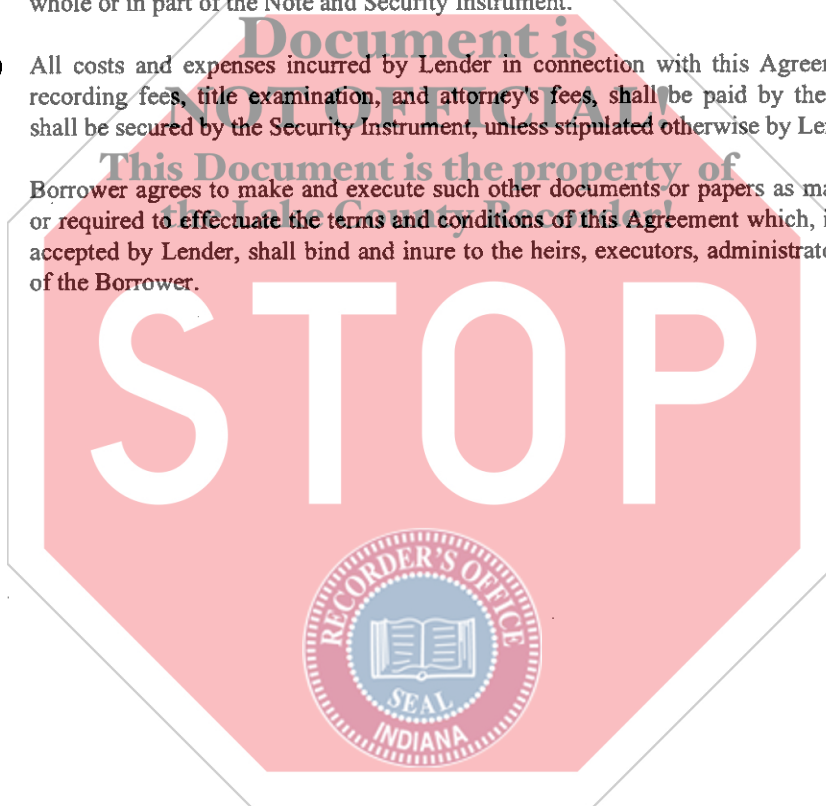
1. As of **NOVEMBER 1, 2007**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **217,659.14**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **9.990** %, from **NOVEMBER 1, 2007**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,924.01**, beginning on the **1ST** day of **DECEMBER, 2007**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **9.990** % will remain in effect until principal and interest are paid in full. If on **JUNE 01, 2036** (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.

## 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.
- (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.
- (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 of the Borrower.



WELLS FARGO BANK, N.A.

*Mark D*

-Lender

By: Mark Dawbenschpeck, VP

*Demetric T Bell Demetric T Bell*  
DEMETRIC T. BELL -Borrower

*Barbara L Bell Barbara L Bell*  
BARBARA L. BELL -Borrower



-Borrower

-Borrower

-Borrower

-Borrower

[Space Below This Line for Acknowledgments]

STATE OF INDIANA

COUNTY OF LAKE

The foregoing instrument was acknowledged before me this OCTOBER 9, 2007 by DEMETRIC T. BELL AND BARBARA L. BELL



I am Taking Acknowledgment

Printed Name

Title or Rank

Serial Number, if any

Yvonne Deloney  
YVONNE DELONEY

LAKE COUNTY  
OF RESIDENCE

LENDER ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF YORK

The foregoing instrument was acknowledged before me this 15th of OCTOBER, 2007 by MARK D. AUBENSTECK, the VICE PRESIDENT of AMERICA'S SERVICING COMPANY

a

on behalf of said entity.

Signature of Person Taking Acknowledgment

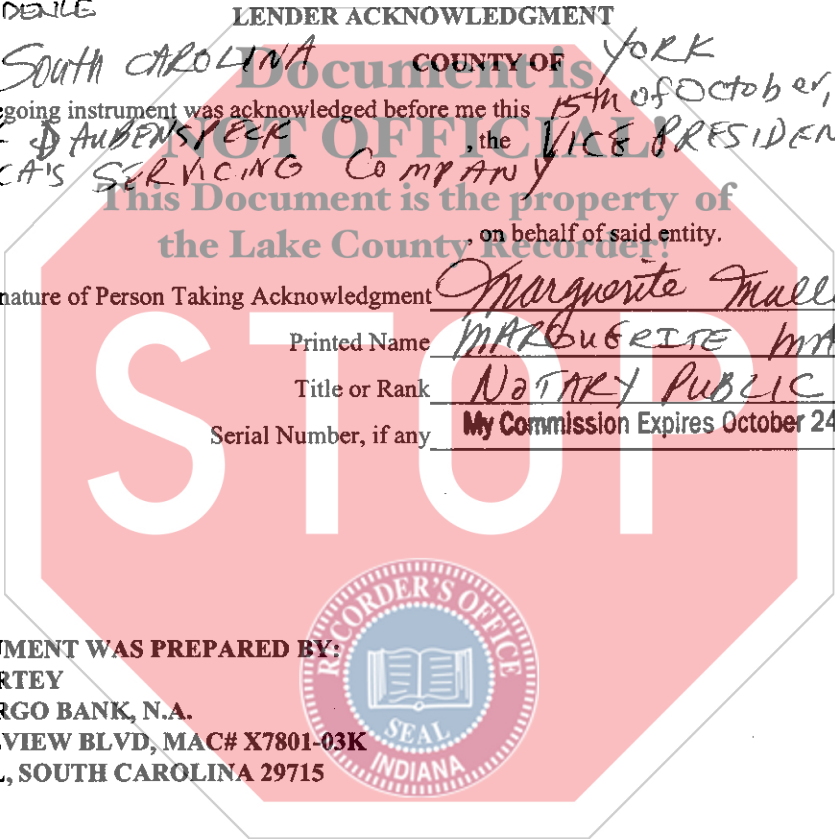
Printed Name

Title or Rank

Serial Number, if any

Marguerite Malley  
MARGUERITE MALLEY  
NOTARY PUBLIC

My Commission Expires October 24, 2010



**THIS DOCUMENT WAS PREPARED BY:**  
**SARAH BORTEY**  
**WELLS FARGO BANK, N.A.**  
**3476 STATEVIEW BLVD, MAC# X7801-03K**  
**FORT MILL, SOUTH CAROLINA 29715**



**STATEMENT OF PREPARATION**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY ONE OF THE PARTIES IN THE WITHIN INSTRUMENT.

*Spencer W. Dewe for*

**NOT OFFICIAL!**  
This Document is the property of the Lake County Recorder!

Name  
Title

Company Name

Address

City, State, and Zip Code

**STOP**

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.

*Pirilla Chajch*

