

6

2007 100444

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 DEC 27 AM 8:38

MICHAEL A. BROWN
RECORDER

When recorded mail to: *MPG*
First American Title Lenders Advantage
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44115 *3812680*
Attn: National Recordings 1120



Prepared by GWEN ANGEL
RE: Loan Number 1744009449
FHA: 151-7666478-703
(800) 446-8939 Homeowner's Assistance Department

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)



This Loan Modification Agreement ("Agreement"), made effective the First day of November, 2007, between **PAUL R. STRUG** and **SUSAN J. STRUG** ("Borrower") and Chase Home Finance LLC ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") to Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation, dated AUGUST 6, 2004, and recorded as Instrument Number 2004 068766, on AUGUST 13, 2004, of the Records of LAKE COUNTY (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located at 522 AVALON DRIVE, DYER, INDIANA 46311, with the original principal balance U.S. \$105,103.00, and the principal balance before the loan modification being U.S. \$107,964.22, the real property described being set forth as follows:

See Schedule A attached hereto and made a part hereof

A. P. NO.: 121401040115

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

1. As of November 1, 2007, the amount payable under the Loan Documents is U.S. \$111,590.64 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Maturity Date of the above referenced Note has not been amended from September 01, 2034.

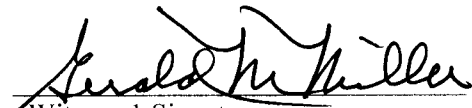
 **STRUG**
13737332 **IN**
FIRST AMERICAN LENDERS ADVANTAGE
MODIFICATION AGREEMENT


23⁰⁰
2628590
9
00 2⁰⁰

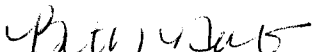
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at yearly rates as specified below:
 - (a) The rate of 7.125% for the payments due from December 1, 2007 through and including September 01, 2034.
4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:
 - (a) Monthly payments of \$778.25 for the payments due from December 1, 2007 through and including September 01, 2034. If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this Agreement, the Borrower will pay such amounts in full on the Maturity Date.

The Borrower will make such payments at P.O. Box 78420, Phoenix, Arizona 85062-8420, or at such other place as the Lender may require.

5. 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, at its option, require immediate payment in full of all sums secured by the Loan Documents. 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 the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.
6. The Borrower also will comply with all other covenants, agreements, and requirements of the Loan Documents, 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 Loan Documents; 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 Loan Documents (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 affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.
7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.


 Witness 1 Signature

GERALD M. MILLER
 Printed Name of Witness


 Witness 2 Signature

Beth Neeb
 Printed Name of Witness


 PAUL R. STRUG

Gerald M. Miller
Witness 1 Signature

Susan J. Strug
SUSAN J. STRUG

GERALD M. MILLER
Printed Name of Witness

Beth Neeb
Witness 2 Signature

Beth Neeb
Printed Name of Witness



ACKNOWLEDGEMENT

STATE OF INDIANA
COUNTY OF LAKE

Before me, a Notary Public, in and for said County, personally appeared the above named **PAUL R. STRUG** who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

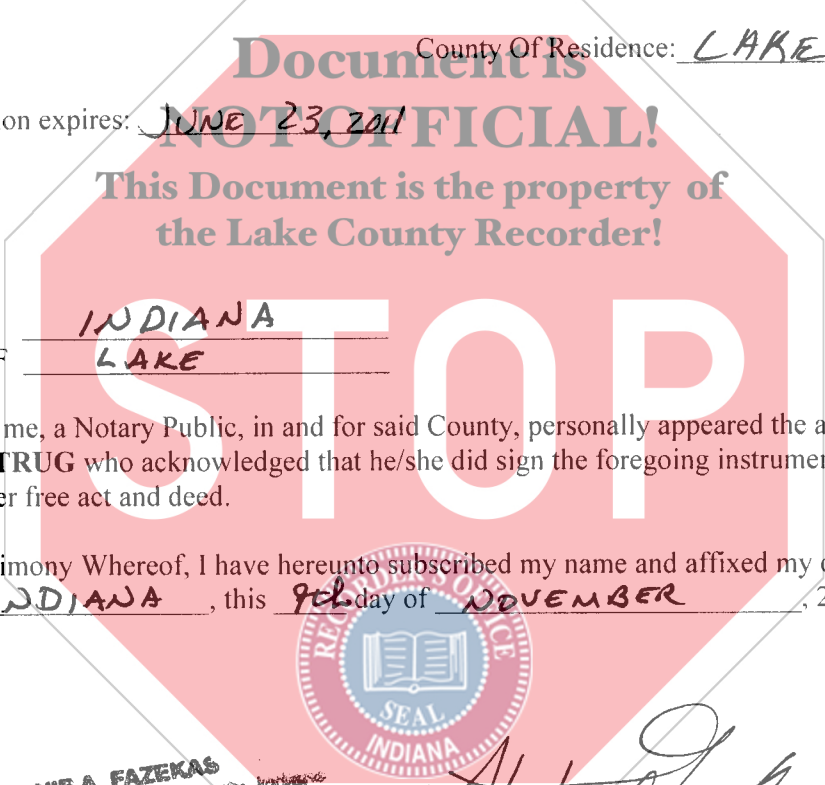
In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at DYER, INDIANA, this 9th day of NOVEMBER, 2007

STEPHANIE A. FAZEKAS
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires June 23, 2011
Notary Public of Lake County, Indiana

Stephanie Fazeikas
Notary Public

Printed Name STEPHANIE A. FAZEKAS

My commission expires: JUNE 23, 2011 County Of Residence: LAKE



STATE OF INDIANA
COUNTY OF LAKE

Before me, a Notary Public, in and for said County, personally appeared the above named **SUSAN J. STRUG** who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at DYER, INDIANA, this 9th day of NOVEMBER, 2007

STEPHANIE A. FAZEKAS
NOTARY PUBLIC, Lake County, Indiana
My Commission Expires June 23, 2011
Notary Public of Lake County, Indiana

Stephanie Fazeikas
Notary Public

Printed Name STEPHANIE A. FAZEKAS

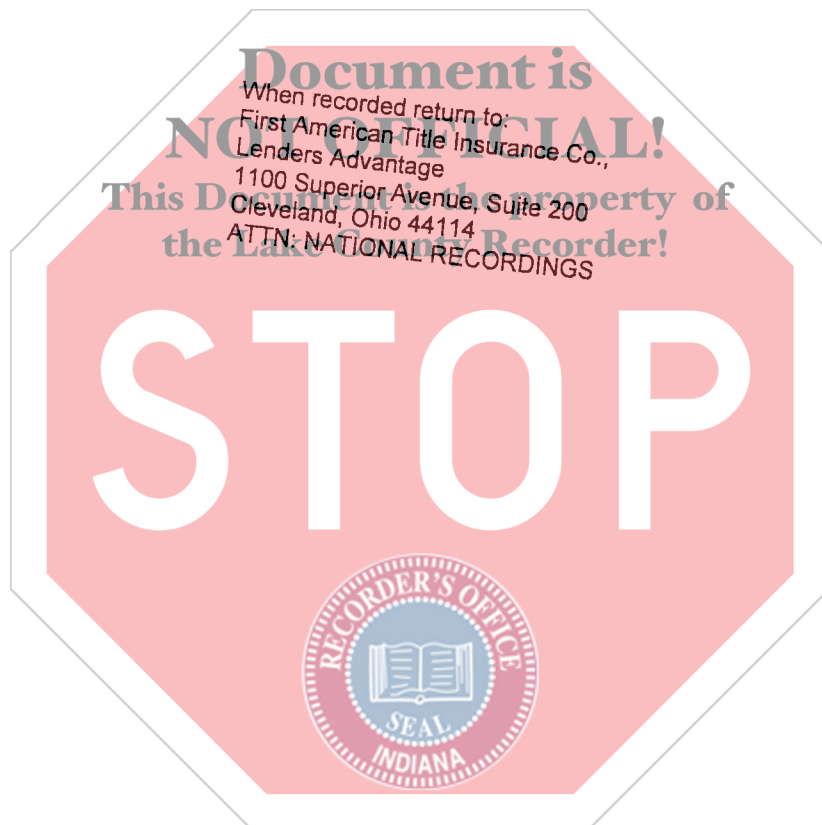
County Of Residence: LAKE

My commission expires: JUNE 23, 2011

SCHEDULE A

THE EAST 50 FEET OF LOT 30 AND THE WEST 10 FEET OF LOT 29 IN SUBURBAN TERRACE ADDITION TO THE TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 31 PAGE 94, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

A. P. NO.: 121401040115



Loan Number 1744009449

Chase Home Finance LLC
successor by merger to Chase
Manhattan Mortgage Corporation

[Signature]
Witness 1 Signature

John Ekins
Printed Name of Witness

[Signature]
Witness 2 Signature

David L Wood
Printed Name of Witness

[Signature]
Christopher Stump
Assistant Vice President

STATE OF OHIO
COUNTY OF FRANKLIN

Document is NOT OFFICIAL!

Before me, a Notary Public, in and for said County, personally appeared Christopher Stump, to me known and known to the person who, as an Assistant Vice President of Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation, the corporation which executed the foregoing instrument, signed the same, and acknowledged to me that said person did so sign said instrument in the name and behalf of said corporation as such officer; that the same is that person's free act and deed as such officer, and the free and corporate act and deed of said corporation; that said person was duly authorized thereunto by its Board of Directors.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, at Columbus, Ohio, this 11th day of December, 2007



[Signature]
Notary Public

Printed Name Danny P. Madden



Danny P. Madden
Notary Public, State of Ohio
My Commission Expires 11-04-2010

County Of Residence: Franklin

My commission expires: _____