

2009 021217

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2009 APR -2 AM 8:46
MICHAEL A. BROWN
RECORDER

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After Recording Return To:
Aurora Loan Services LLC
[Company Name]
Attn: Recording Department
[Name of Natural Person]
327 Inverness Drive South
[Street Address]
Englewood, Colorado 80112
[City, State, Zip]

[Space Above This Line For Recording Data]

Loan No.: 0031242514

MERS No.: 1000312-0950650719-1

MERS Phone: 1-888-679-6377

Document is NOT OFFICIAL!
LOAN MODIFICATION AGREEMENT
(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 1st day of December, 2008 between Wendy K. Whitkanack, a married woman ("Borrower") and Aurora Loan Services LLC ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Timely Payment Rewards Rider, if any, dated July 1st, 2005, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on July 13th, 2005, in Book/Liber N/A, Page N/A, Instrument No. 2005 058367, Official Records of Lake County, Indiana, and (2) the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 12431 Cedar Lake Road, Crown Point, Indiana 46307



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Loan No.: 0031242514

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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 1st, 2008, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$235,398.50, 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 for the first and second years at the yearly rate of 3.625%, from December 1st, 2008, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. \$929.64, beginning on the 1st day of January, 2009 and shall continue the monthly payments thereafter on the same day of each succeeding month until December 1st, 2010. During the third year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of 6.125% from December 1st, 2010 and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$1,301.49 beginning on the 1st day of January, 2011 and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on December 1st, 2048, (the "Maturity Date"), Borrower still owes amounts under the Note and 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 the 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, the 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.

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(a) 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.

(b) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.

(c) 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.

(d) 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.

Date 12-16-08 Wendy K Whitkanack (Seal)
Wendy K. Whitkanack -Borrower

Date _____ (Seal)
-Borrower

Date _____ (Seal)
-Borrower

Date _____ (Seal)
-Borrower

State of Indiana §
County of Lake §

The foregoing instrument was acknowledged before me 12-16-08 [date],
by Wendy K. Whitkanack

[name of person acknowledged].

(Seal)

Cynthia M. Merry
Notary Public
Lake County, Indiana
My Commission expires 6-29-2009



Cynthia M Merry Notary Signature

Type or Print Name of Notary
Notary Public, State of INDIANA
County of Residence: LAKE
My Commission Expires: 6-29-09



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LENDER/MORTGAGEE

1/22/09
-Date

1/22/09
-Date

Aurora Loan Services LLC
-Lender

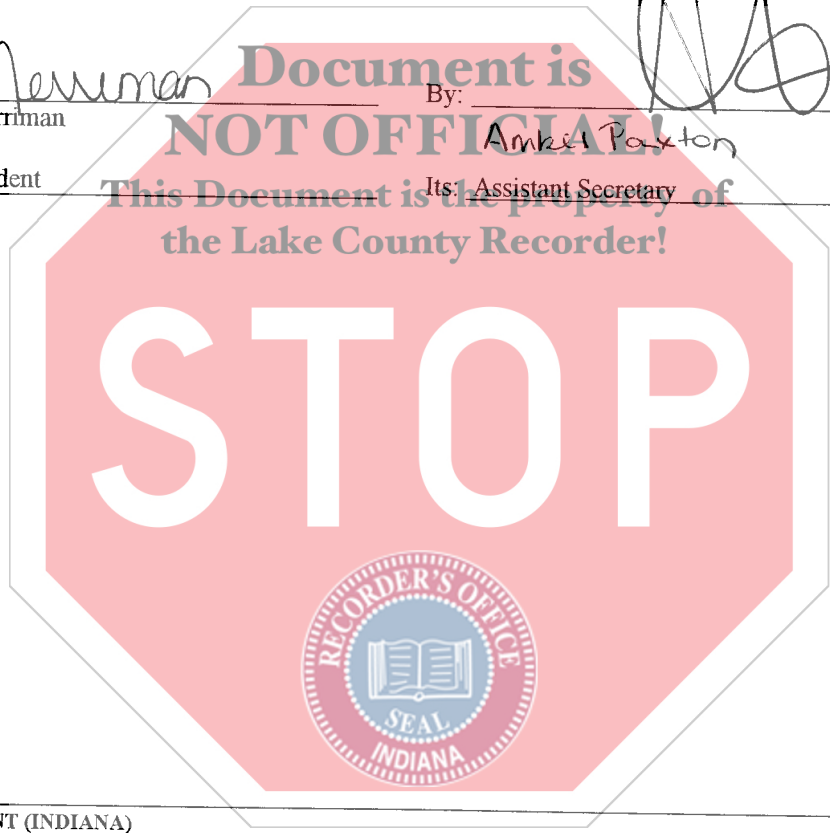
Mortgage Electronic Registration Systems, Inc.
-Mortgagee

By: S. Merriman
Shawnda Merriman

By: [Signature]
Amber Paxton

Its: Sr. Vice President

Its: Assistant Secretary



Loan No.: 0031242514

LENDER/MORTGAGEE ACKNOWLEDGMENT

State of Colorado §
County of Douglas §

The foregoing instrument was acknowledged before me this 22nd of January, 2009 [date],
by Shawnda Merriman, Sr. Vice President,
[name of officer or agent, title of officer or agent] of Aurora Loan Services LLC

by Ambly Parton, Assistant Secretary of Mortgage Electronic Registration
Systems, Inc., Mortgagee. , on behalf of said entity, and

(Seal)

Charmaine Elven
NOTARY PUBLIC
State of Colorado

My Commission Expires Aug 29, 2011

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

Charmaine Elven Notary Signature

Charmaine Elven Type or Print Name of Notary
Notary Public, State of Colorado

County of Residence: Douglas

My Commission Expires: 8/29/2011

This Instrument Was Prepared By:
RUTH RUHL, P.C.
2305 Ridge Road, Suite 106
Rockwall, TX 75087

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. Ruth Ruhl



"EXHIBIT A"

PART OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA. DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH ALONG THE EAST LINE THEREOF, 304 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 450 FEET; THENCE SOUTH PARALLEL TO SAID EAST LINE, 169.66 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION, 391.18 FEET; THENCE DEFLECTING 22 DEGREES 54 MINUTES TO THE RIGHT AND NORTHWESTERLY 140.0 FEET TO THE CENTER LINE OF THE CROWN POINT-CEDAR LAKE ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE, TO THE SOUTH LINE OF SAID SECTION; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

PARCEL ID NUMBER: 7-14-76 AND 21

