

LAKE COUNTY  
FILED

2009 024921

2009 AUG 20 10:15

RECORDED  
RECORDER

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~~When Recorded Mail To:~~  
FIRST AMERICAN TITLE  
P.O. BOX 27670  
SANTA ANA, CA 92799-7670  
ATTN: LMTS

Freddie Mac Loan No. 842616209  
Loan No. 0030684374

Original Recorded Date: MAY 29, 1996  
Original Principal Amount: \$ 130,350.00

**LOAN MODIFICATION AGREEMENT  
(To a Fixed Interest Rate)**

**IF THE LOAN MODIFICATION AGREEMENT MUST BE RECORDED, TWO ORIGINAL LOAN MODIFICATION AGREEMENTS MUST BE EXECUTED BY THE BORROWER: ONE ORIGINAL IS TO BE FILED WITH THE NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED**

This Loan Modification Agreement (the "Agreement") made and effective this **26TH** day of **AUGUST, 2008**, between **BANK OF AMERICA, N.A.**

and **ARTHUR WACHHOLZ AND SHARON WACHHOLZ**

("Lender")

modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated **MAY 21, 1996**, in the original principal sum of U.S. \$ **130,350.00** and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded in **Instrument No. 96035732** of the **Official** Records of **LAKE COUNTY, INDIANA**. The

("Borrower"),

[Name of Records]

[County and State, or other jurisdiction]

Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:  
**3333 97TH STREET, MERRILLVILLE, INDIANA 46410**

[Property Address]



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0265343  
PB

E

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, Lender and Borrower agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Current Balance. As of **AUGUST 1, 2007**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **130,209.35**.
2. Interest Rate. 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 **8.500** %, beginning **JULY 1, 2008**, both before and after any default described in the Note. The yearly rate of **8.500** % will remain in effect until principal and interest is paid in full.
3. Monthly Payments and Maturity Date. Borrower promises to make monthly payments of principal and interest of U.S. \$ **1,048.48**, beginning on the **1ST** day of **AUGUST, 2008**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 01, 2033**, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.
4. Place of Payment. Borrower must make the monthly payments at **475 CROSSPOINT PARKWAY  
GETZVILLE, NEW YORK 14068** or such other place as Lender may require.
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.

6. Property Transfer. 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 given in accordance with Section 15 of the Security Instrument, 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 this Security Instrument without further notice or demand of Borrower.

7. Compliance with Covenants. 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.

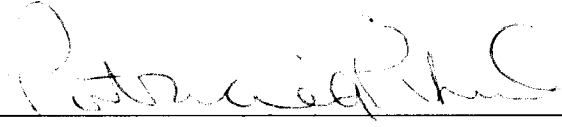


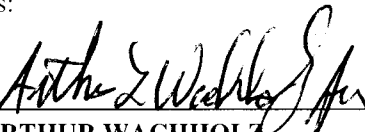
(Acknowledgments on following page)

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 where 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.

In Witness Whereof, Lender and Borrower have executed this Agreement.

**BANK OF AMERICA, N.A.**

  
Name: \_\_\_\_\_ - Lender  
Its: \_\_\_\_\_

  
ARTHUR WACHHOLZ \_\_\_\_\_ - Borrower

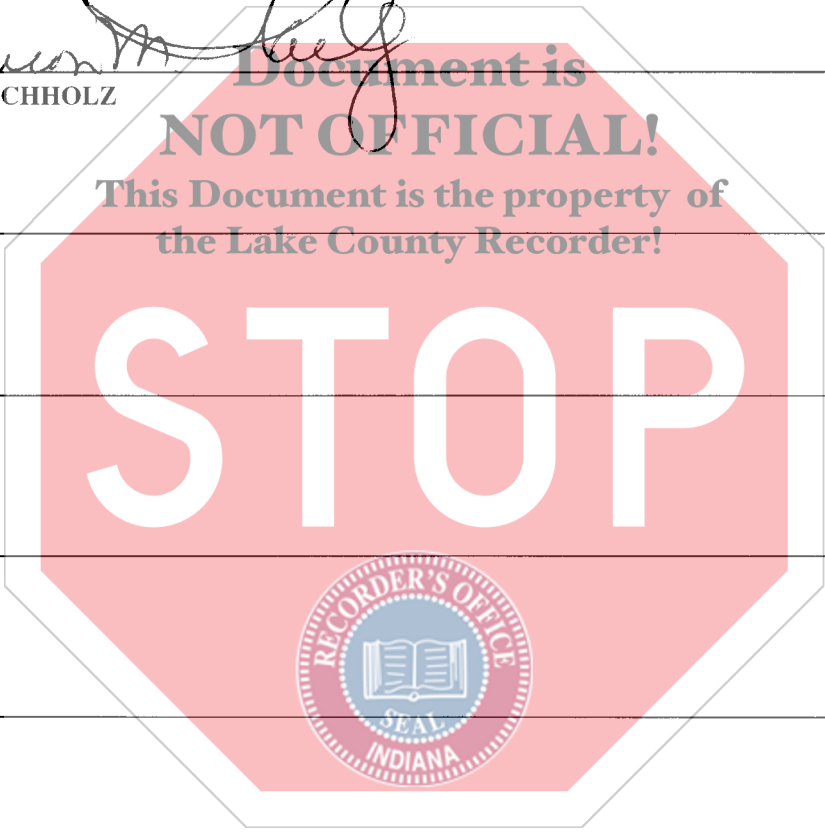
  
SHARON WACHHOLZ \_\_\_\_\_ - Borrower

\_\_\_\_\_  
- Borrower

\_\_\_\_\_  
- Borrower

\_\_\_\_\_  
- Borrower

\_\_\_\_\_  
- Borrower



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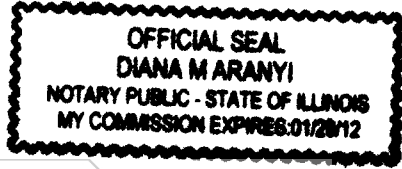
**BORROWER ACKNOWLEDGMENT** 0030684374

STATE OF ~~INDIANA~~ Illinois, McHenry COUNTY SS:

Before me, \_\_\_\_\_ (judge or justice, as the case may be) this 15<sup>th</sup> day of September, 2008  
**ARTHUR WACHHOLZ AND SHARON WACHHOLZ**

acknowledged the execution of the annexed deed, (or mortgage, as the case may be).

Diana M. Aranyi  
Name and Title



My commission expires: 1/29/12

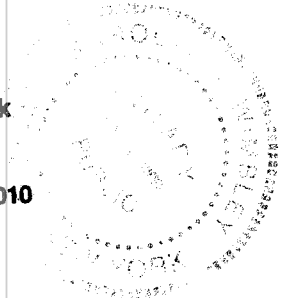
**LENDER ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF ERLE

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of September 2008 by Robert Lyons, the VP of Bank of America N.Y., on behalf of said entity.

Karolyn J. Wimbley  
Notary Public

**KAROLYN J. WIMBLEY**  
Notary Public - State of New York  
No. 01WI4805234  
Qualified in Erle County  
My Commission Expires April 30, 2010



**THIS INSTRUMENT WAS PREPARED BY: ROBERT LYONS**  
**BANK OF AMERICA, N.A.**  
**475 CROSSPOINT PARKWAY, GETZVILLE, NEW YORK 14068**

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 ROBERT LYONS  
[Printed Name]

EXHIBIT A

LOT 5 IN MARIA L. MEADOWS SECOND ADDITION, IN THE TOWN OF  
MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 79  
PAGE 32, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

WACHHOLZ  
40237555

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT



When recorded mail to: MOD REC

Equity Loan Services, Inc.  
Loss Mitigation Title Services- LMTS  
1100 Superior Ave., Ste 200  
Cleveland, OH 44114 5032805  
Attn: National Recordings 1120

