

4.

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 027706

2009 APR 29 AM 9:20

MICHAEL A. BROWN  
RECORDER

WHEN RECORDED RETURN TO:  
OLD REPUBLIC TITLE  
ATTN: POST CLOSING  
→ 530 SOUTH MAIN STREET  
SUITE 1031  
AKRON, OH 44311

21009198

[Space Above This Line For Recording Data]

Prepared By  
~~When Recorded Return To:~~

Chase Home Finance LLC  
3415 Vision Drive  
Columbus, OH 43219-6009  
Attn: Balloon Department: JS

FHLMC Loan Number 918576881  
CHF Loan Number 1761424163

"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."

Prepared By: Jasmin Senecal  
Jasmin Senecal, Balloon Loan Representative

NAME: Jasmin Senecal

### BALLOON LOAN MODIFICATION

(Pursuant to the Terms of the Balloon  
Note Addendum and Balloon Rider)

**THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS: ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), made February 11, 2009, between Joseph McCulley and Belinda McCulley, Husband and Wife ("Borrower"), and Chase Home Finance LLC, successor by merger to Chase Manhattan Mortgage Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") dated March 26, 2004, securing the original principal sum of U.S. \$124,000.00, and recorded on April 1, 2004, as Document Number 2004 026531, in the Official Records of Lake County, Indiana and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument, (the "Note") which covers the real and personal property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 5745 Phillips Road, Schererville, Indiana 46375, the real property described being set forth as follows:

**THE WEST 1/2 OF LOT 4 IN PRAIRIE ESTATES, PHASE 1, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 88 PAGE 36, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

Parcel #451112376007000036

E

304  
✓ # 81709703  
1800  
183

To evidence the election by the Borrower of the [Conditional Right to Refinance] [Conditional Modification and Extension of Loan Terms] as provided in the Balloon Note Addendum and Balloon Rider and to modify the terms of the Note and Security Instrument in accordance with such election, Borrower and Lender agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower is the owner and occupant of the Property.
2. As of **April 1, 2009**, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is **U.S. \$110,520.34**.
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 the yearly rate of **5.125%**, beginning **April 1, 2009**. The Borrower promises to make monthly payments of principal and interest of **U. S. \$ 654.17** beginning on the **1st** day of **May 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **April 1, 2034**, (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.

**The Borrower will make such payments at 3415 Vision Drive, Columbus, Ohio 43219-6009 or at such other place as the Lender may require.**

4. The Borrower will comply with all other covenants, agreements, and requirements of the Note and 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 the Borrower is obligated to make under the Security Instrument; however, all the terms and provisions of the Balloon Note Addendum and Balloon Rider are forever canceled, null and void, as of the maturity date of the Note.
5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and will comply with, all of the terms and provisions thereof, as amended by this Modification.

**To be signed by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note.**

  
(WITNESS SIGNATURE)

Laurie Schuetzenhofer  
Witness Name (Printed/Typed)

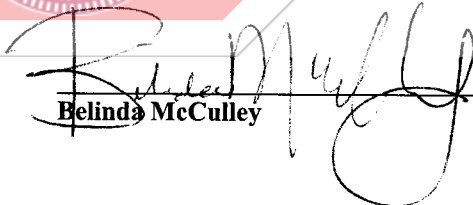
  
(WITNESS SIGNATURE)

Donna Podesta  
Witness Name (Printed/Typed)



  
Joseph McCulley

(SEAL)  
-BORROWER

  
Belinda McCulley

(SEAL)  
-BORROWER

-----[Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction]-----

(Individual Acknowledgment)

State of Indiana  
County of Lake ss:

On this the 18th day of February, 2009, before me a Notary Public, personally appeared Joseph McCulley & Belinda McCulley

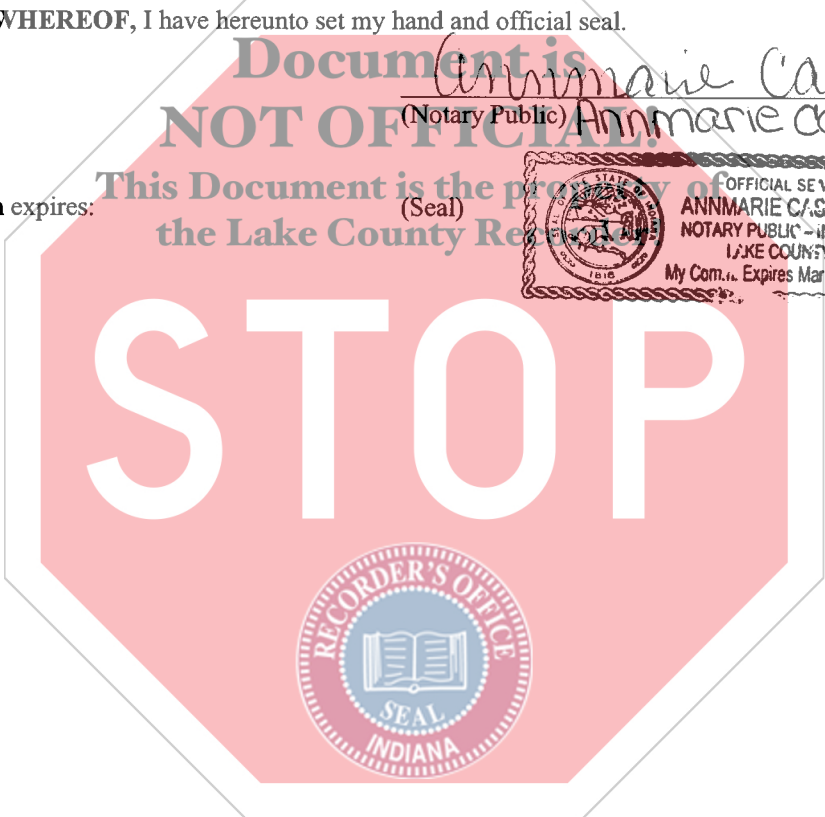
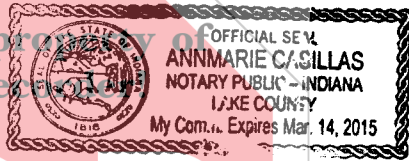
known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that her/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*Annmarie Casillas*  
(Notary Public) *Annmarie Casillas*

My Commission expires:

This Document is the property of the Lake County Recorder's Office



CHF Loan Number 1761424163

Chase Home Finance LLC

By:

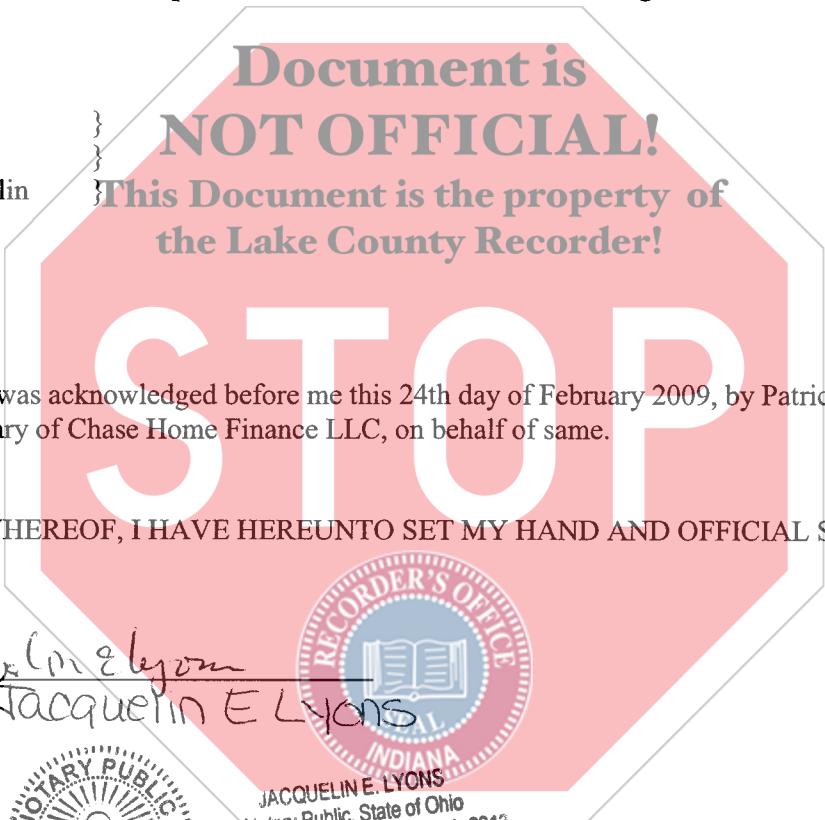
*Patricia E. Sexton*  
Patricia E. Sexton, Assistant Secretary



-----Space Below This Line For Acknowledgment-----

State of Ohio

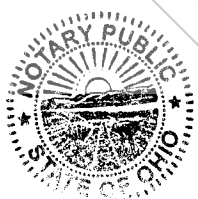
County of Franklin



This instrument was acknowledged before me this 24th day of February 2009, by Patricia E. Sexton, Assistant Secretary of Chase Home Finance LLC, on behalf of same.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

*Jacquelin E Lyons*  
Notary Public / Jacquelin E Lyons



JACQUELIN E. LYONS  
Notary Public, State of Ohio  
My Commission Expires Nov. 24, 2013