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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDS

2009 053696

2009 AUG -4 PM 2:00

MICHAEL A. BROWN
RECORDER

When recorded mail to: **MPG**
Equity Loan Services, Inc.
Loss Mitigation Title Services- LMTS
1100 Superior Ave., Ste 200
Cleveland, OH 44114 **5152463**
Attn: National Recordings 1120

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

7

APN: 45-12-29-228-027.000-030

FHA Case No. 0197577984
7080197577984

40967616

LOAN MODIFICATION AGREEMENT

Original Recorded Date: APRIL 5, 2005

This Loan Modification Agreement ("Agreement"), made this **MAY 20, 2009**
between **ROBERT LUCIOUS III**

("Borrower"), whose address is
1817 WEST 86TH LANE
MERRILLVILLE, INDIANA 46410
and
WELLS FARGO BANK, N.A.

("Lender"), whose address is **3476 STATEVIEW BLVD, MAC# X7801-03K**
FORT MILL, SOUTH CAROLINA 29715
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated
MARCH 30, 2005 and recorded in Instrument No. **2005-025728**
LAKE COUNTY, **INDIANA**, and (2) the Note, in
the original principal amount of U.S. \$ **135,443.00**, bearing the same date as, 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
1817 WEST 86TH LANE
MERRILLVILLE, INDIANA 46410



HUD Modification Agreement
FAND# HUDMOD Rev. 10-20-06

Page 1 of 4

RLT 7-10-09

✓ # 0390926
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the real property described is located in **LAKE COUNTY, INDIANA**,
and being set forth as follows:
**LOT 943, EXCEPT THE WEST 45 FEET THEREOF, IN MARICOPA POINTE
OF SEDONA, UNIT 9, AN ADDITION TO THE TOWN OF MERRILLVILLE, AS
PER PLAT THEREOF, RECORDED IN PLAT BOOK 81 PAGE 34, IN THE
OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

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 **AUGUST 1, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **163,000.75** consisting of the amount(s) loaned to the Borrower by the Lender, escrows and any interest capitalized to date.

2. 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 **5.250 %**, from **JULY 1, 2009**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **900.10**, beginning on the first day of **AUGUST, 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JULY 01, 2039** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K
FORT MILL, SOUTH CAROLINA 29715
or at such other place as the Lender may require.

3. 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 require immediate payment in full of all sums secured by this Security Instrument.

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 this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The 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 the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:

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(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; and

(b) all terms and provisions of any adjustable rate rider, 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.

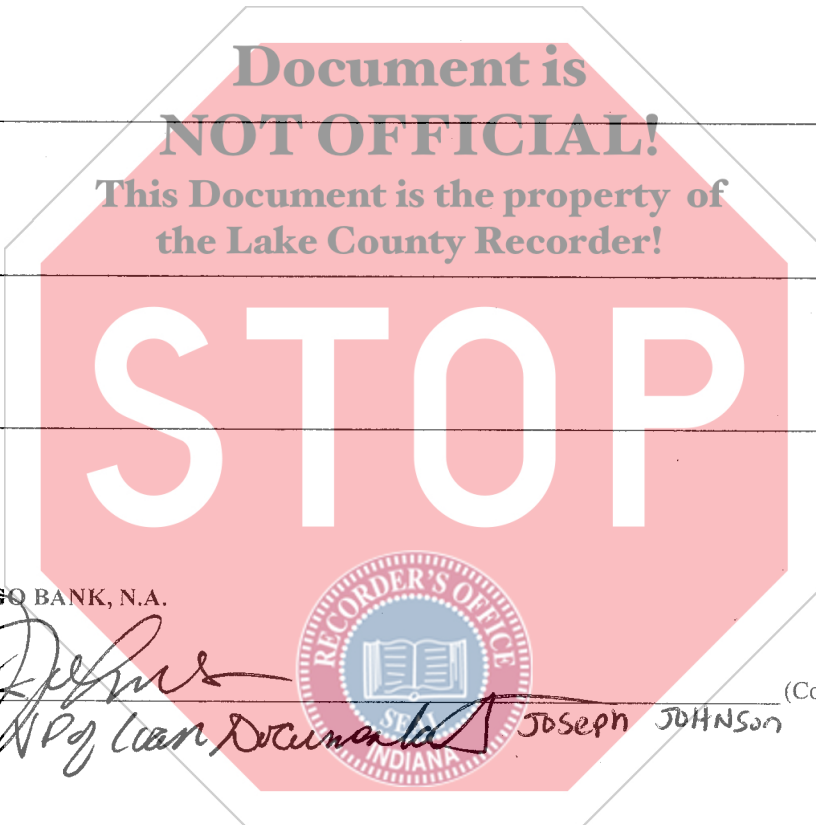
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. 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 as 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.

Robert Lucious III
ROBERT LUCIOUS III

7-10-09

-Borrower



-Borrower

-Borrower

-Borrower

WELLS FARGO BANK, N.A.

Joseph Johnson
Name:
Its:



JOSEPH JOHNSON

(Corporate Seal)
-Lender

[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

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STATE OF Indiana

LAKE

COUNTY SS:

On this 10th day of July 2009
appeared **ROBERT LUCIOUS III**

, before me, the undersigned, a Notary Public in and for said County, personally

and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Carrie L. Paduch

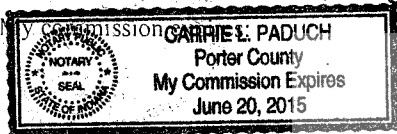
Notary Public

CARRIE L. PADUCH

Residing in

Porter

County



Document is NOT OFFICIAL!

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LENDER ACKNOWLEDGMENT

STATE OF South Carolina

COUNTY OF York

Joseph Johnson
of Wells Fargo Bank NA

The foregoing instrument was acknowledged before me this

July 16th 2009

, the VP of Loan Documentation,
on behalf of said entity.

by

Regina L. Bradley

Notary Public

Regina L. Bradley

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

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 SUSAN MCCARTER

[Printed Name]

HUD Modification Agreement
FAND# INHUDMOD-4 Rev. 06-26-06

My commission expires April 24th, 2010