

2009 058577

2009 AUG 26 AM 8:46

MICHAEL A. BROWN  
RECORDER

When recorded mail to: **MOD REC**

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

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41064836

**LOAN MODIFICATION AGREEMENT  
(Providing for Step Interest Rate)**

CMI/CB # 2004679075

This Loan Modification Agreement ("Agreement"), made June 10, 2009, between JEFFREY J WEBB, ("Borrower") whose address is PO Box 5441, Glendale, CA 91221-5441 and CitiMortgage, Inc. ("Lender"), whose address is 1000 Technology Drive, O'Fallon, MO 63368-2240, and Mortgage Electronic Registration Systems, Inc., whose address is P.O. Box 2026, Flint, MI 48501-2026 ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 08/24/07, and recorded on 08/31/07 in Book or Liber na, at page(s) na, of Document No. 2007070930, of the Recorders Office of the 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 the Security Instrument and defined therein as the "Property", located at 961 SOUTH LINDA STREET, HOBART, IN 46342, the real property described being set forth in the attached LEGAL DESCRIPTION, or as follows:

APN 27-18-0363-0003

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 07/01/09, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$186,219.66, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized. (The current unpaid principal balance now due and owing of \$171,132.88, plus the total capitalized amount of \$15,086.78 equal the Unpaid Principal Balance of \$186,219.66.)
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 year at the yearly rate of 4.750%, from 07/01/09 and Borrower promises to pay monthly payments of principal and interest in the amount of \$867.33, beginning on 08/01/09. During the second year, interest will be charged at the yearly rate of 5.750%, from 07/01/10, and Borrower shall pay monthly payments of principal and interest in the amount of \$990.39 beginning on 08/01/10. During the third year and continuing thereafter until the Maturity date (as hereinafter defined), interest will be charged at the yearly rate of 6.750%, from 07/01/11, and Borrower shall pay monthly payments of principal and interest in the amount of \$1,117.77 beginning on 08/01/11 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 07/01/49 (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.

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Borrower will make such payments at CitiMortgage, Inc., 1000 Technology Drive, O'Fallon, MO 63368-2240 or at such other place as Lender may require.

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, 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.

(b) 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.

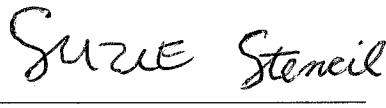
(c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

(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.

(e) 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.

  
JEFFREY J WEBB

7/23/09  
Date

WITNESS SIGNATURE: 

PRINT NAME: SUZIE STENCIL

WITNESS SIGNATURE: 

PRINT NAME: Lindsey Wood

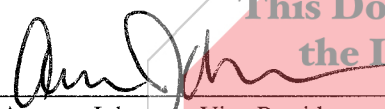
WITNESS SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

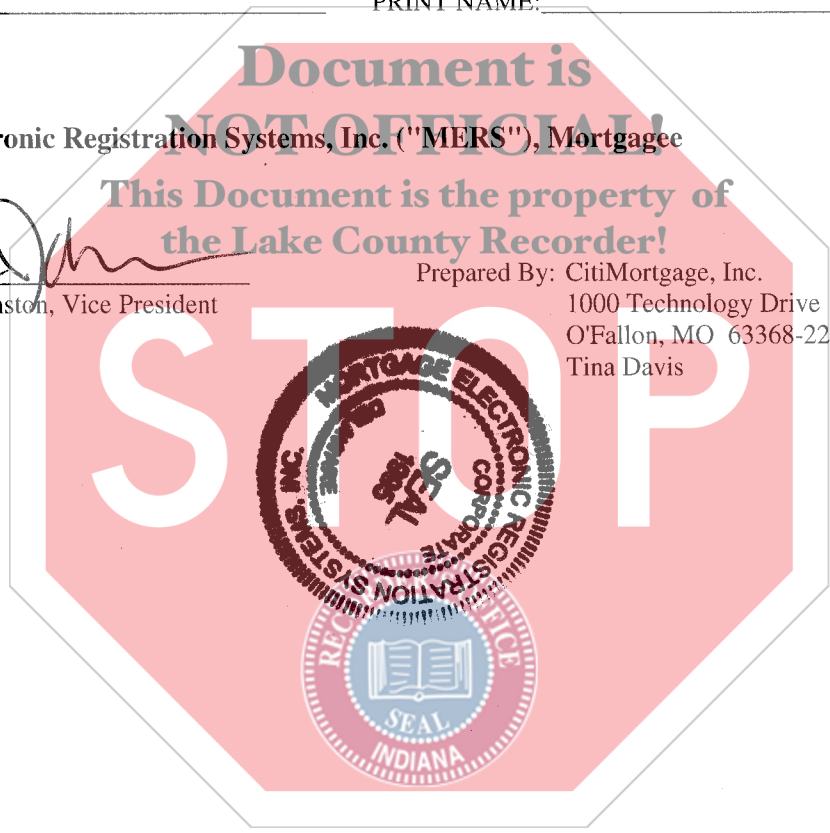
WITNESS SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

Mortgage Electronic Registration Systems, Inc. ("MERS"), Mortgagee

By:   
Title: Annette Johnston, Vice President

Prepared By: CitiMortgage, Inc.  
1000 Technology Drive  
O'Fallon, MO 63368-2240  
Tina Davis



{Space Below This Line for Acknowledgment in Accordance with Laws of Jurisdiction}

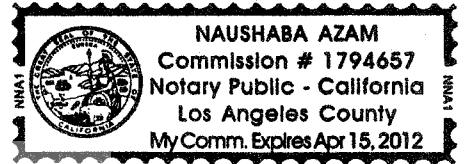
State of California )  
County of LOS ANGELES )

On JULY 23, 2009, before me, NAUSHABA AZAM, NOTARY PUBLIC, personally appeared JEFFREY J WEBB, (who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that HE/SHE/THEY executed the same in HIS/HER/THEIR authorized capacity(ies), and that by HIS/HER/THEIR signatures(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

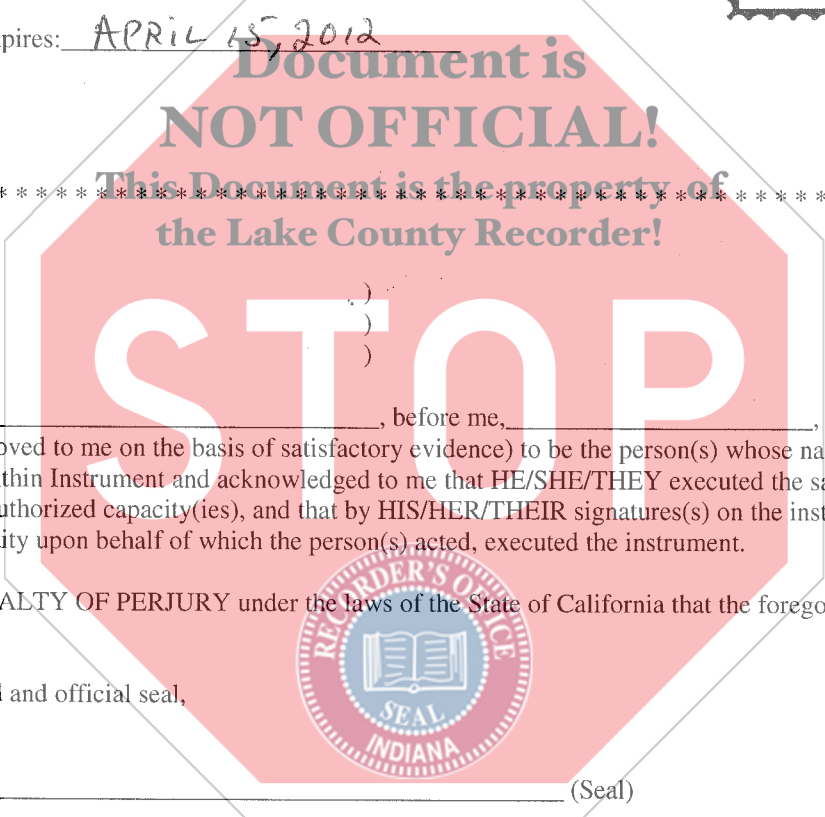
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature Naushaba Azam (Seal)



My Commission Expires: APRIL 15, 2012



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State of California )  
County of )

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared, (who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that HE/SHE/THEY executed the same in HIS/HER/THEIR authorized capacity(ies), and that by HIS/HER/THEIR signatures(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Signature \_\_\_\_\_ (Seal)

My Commission Expires: \_\_\_\_\_

State of Missouri

County of St. Charles

Lee Kee Robinson Sr

On Aug 5<sup>th</sup> 2009 (DATE) before me, Karen Warhaver, Notary Public (NAME, TITLE OF OFFICER, E.G.)

JANE DOE, NOTARY PUBLIC, personally appeared Annette Johnston (NAME(S) OF SIGNER(S)).

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten signature of Lee Kee Robinson, Sr.]



LEE KEE ROBINSON, SR.  
My Commission Expires  
May 20, 2013  
St. Louis County  
Commission #09482618

SIGNATURE OF NOTARY Lee Kee ROBINSON, Sr.  
My Commission Expires: \_\_\_\_\_

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER DESCRIPTION OF ATTACHED DOCUMENT

INDIVIDUAL

CORPORATE OFFICER

Vice President  
TITLE(S)

PARTNER(S)

LIMITED

GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: \_\_\_\_\_

Loan Modification Agreement  
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE



LOT 3, IN SOUTHPOINTE ESTATES, IN THE CITY OF HOBART, AS PER PLAT THEREOF, RECORDED IN  
PLAT BOOK 76 PAGE 58, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

WEBB  
41064836

FIRST AMERICAN ELS  
MODIFICATION AGREEMENT

IN

WHEN RECORDED, RETURN TO:  
*EQUITY LOAN SERVICES, INC.*  
*1100 SUPERIOR AVENUE, SUITE 200*  
*CLEVELAND, OHIO 44114*  
*NATIONAL RECORDING - TEAM 1*  
*Accommodation Recording Per Client Request*

