

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 079167

2009 DEC -1 AM 8:38

MICHAEL A. BROWN
RECORDER

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

537 2031

MAIL TAX STATEMENTS TO:
US BANK HOME MORTGAGE
17500 ROCKSIDE ROAD
BEDFORD, OHIO 44146

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41404111

FHA Case No. 151-6647204-703
Loan No 9900437498

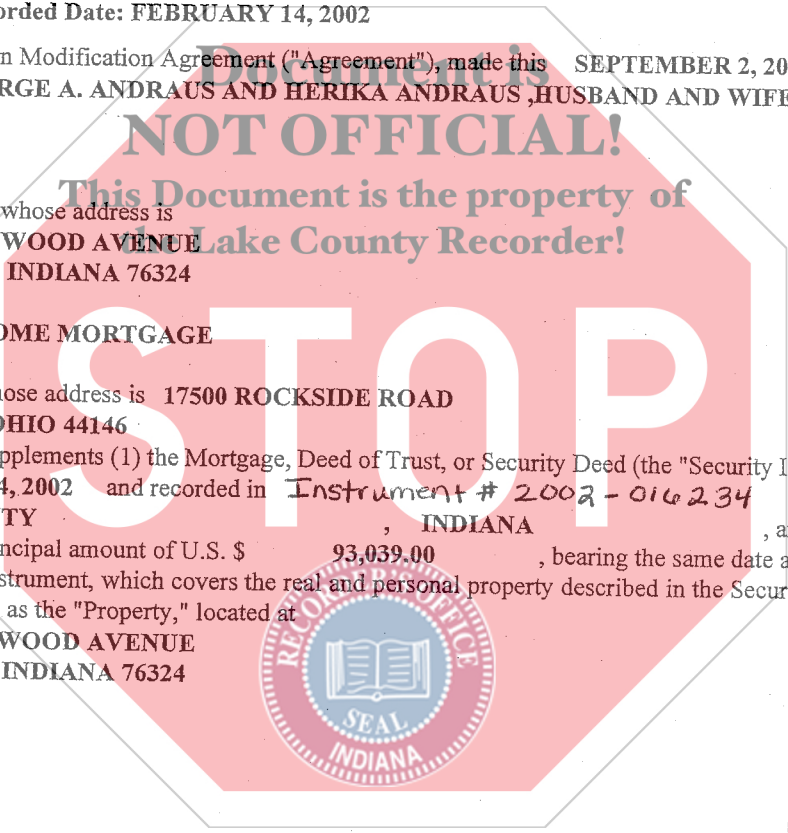
LOAN MODIFICATION AGREEMENT

Original Recorded Date: FEBRUARY 14, 2002

This Loan Modification Agreement ("Agreement"), made this **SEPTEMBER 2, 2009**
between **JORGE A. ANDRAUS AND HERIKA ANDRAUS, HUSBAND AND WIFE**

("Borrower"), whose address is
**7119 MAPLEWOOD AVENUE
HAMMOND, INDIANA 76324**
and
US BANK HOME MORTGAGE

("Lender"), whose address is **17500 ROCKSIDE ROAD
BEDFORD, OHIO 44146**
amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated
FEBRUARY 4, 2002 and recorded in **Instrument # 2002-016234**
LAKE COUNTY, INDIANA, and (2) the Note, in
the original principal amount of U.S. \$ **93,039.00**, 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
**7119 MAPLEWOOD AVENUE
HAMMOND, INDIANA 76324**



HUD Modification Agreement
First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# HUDMOD Rev. 02-18-09

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0507255
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the real property described is located in **LAKE COUNTY**
and being set forth as follows:

, **INDIANA**

**The North 18-1/2 feet of Lot 9 and the South 26-1/2 feet of
Lot 10 in Block 4 in Calumet Boulevard Addition, in the City
of Hammond, as per plat thereof, recorded September 12, 1925
in Plat Book 18 page 31, in the Office of the Recorder of Lake
County, Indiana.**

APN: 45-07-07-353-009.000-023

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 **SEPTEMBER 1, 2009**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **104,593.94** consisting of the amount(s) loaned to the Borrower by the Lender 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 **6.250 %**, from **SEPTEMBER 1, 2009**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **644.00**, beginning on the first day of **OCTOBER, 2009**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **SEPTEMBER 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
US BANK HOME MORTGAGE
P.O. BOX 790415
ST. LOUIS, MISSOURI 63179-0415
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:

HUD Modification Agreement

First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# HUDMOD-2 Rev. 02-18-09

(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

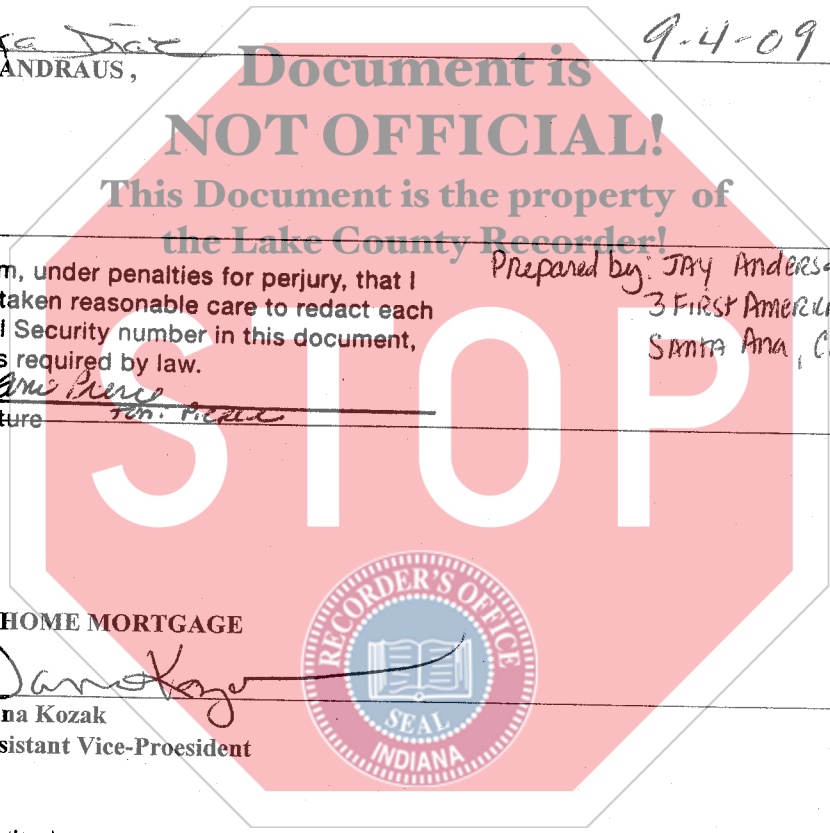
(b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

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.

[Signature]
JORGE A. ANDRAUS _____ 9-4-09
-Borrower

[Signature]
HERIKA ANDRAUS, _____ 9-4-09
-Borrower



I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
[Signature]
Signature _____
Prepared by: JAY Anderson
3 First American Way
Santa Ana, Ca. 92707
-Borrower
-Borrower

US BANK HOME MORTGAGE
[Signature]
Name: Dana Kozak _____
Its: Assistant Vice-President
-Lender

9900437498

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BORROWER ACKNOWLEDGMENT

State of INDIANA

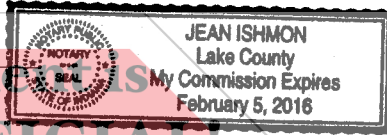
County of LAKE

Before me Jean Ishmon, (judge or justice, as the case may be) this 4th day of September, 2009

JORGE A. ANDRAUS AND HERIKA ANDRAUS, HUSBAND AND WIFE

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

Jean Ishmon
Name and Title Jean Ishmon
LAKE CTY



NOT OFFICIAL!

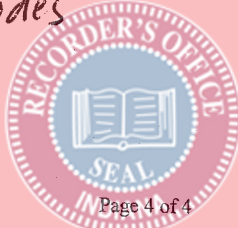
LENDER ACKNOWLEDGMENT
This Document is the property of the Lake County Recorder!

State of Ohio

County of Cuyahoga

The foregoing instrument was acknowledged before me this Oct 23, 2009 by Dana Kozall, the ASST VICE President of US BANK Home Mortgage on behalf of said entity.

Lisa M. Rhodes
Name and Title LISA M. Rhodes



HUD Modification Agreement
First American Loan Production Services
First American Real Estate Solutions LLC
FALPS# INHUDMOD-4 Rev. 02-18-09

LISA M. RHODES
Notary Public, State of Ohio
My Commission Expires 10-29-2012