

3

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

FHA Case # 151-8271146 703  
NAMC # 2068708

2009 079816

2009 DEC -2 AM 8:48

LOAN MODIFICATION AGREEMENT

MICHAEL A. BROWN  
RECORDER

This Loan Modification Agreement ("Modification") effective the 6th day of October, 2009, between Keith W Urban, a single man, "Borrower(s) and Nationwide Advantage Mortgage Company ("Lender"), amends and supplements (1) the Note (the "Note") made by the Borrower, dated March 30, 2007, in the original principal sum of U.S. \$111,008.00, and (2) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), recorded on April 12, 2007 as Document No. 2007030184 in Book 00r Liber, at page (s) 0, of the office of the Lake County Recorder. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), located at 2426 River Dr Highland, IN 46322, the real property being defined as follows:

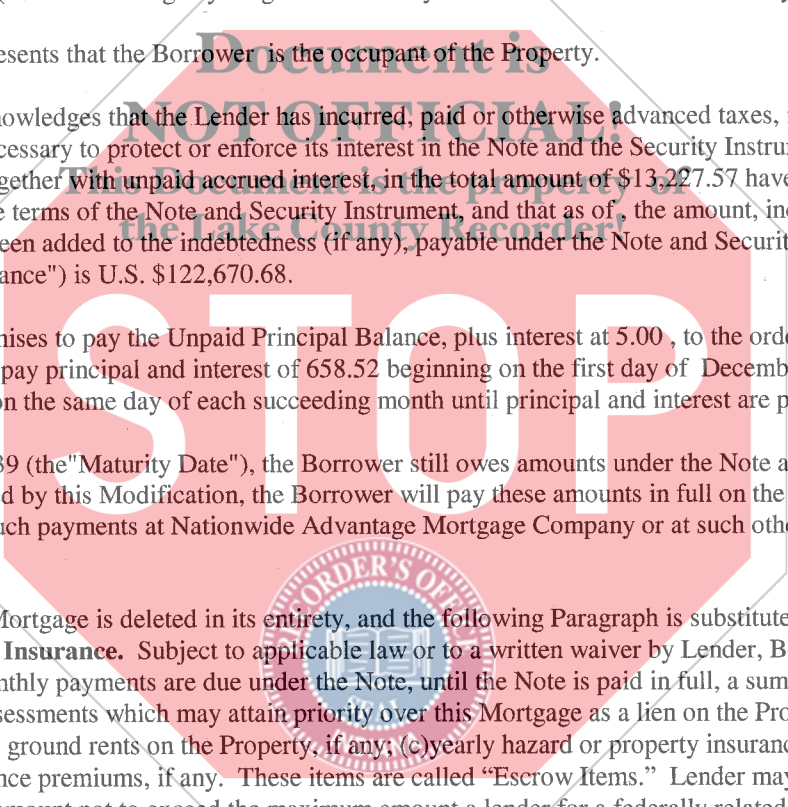
Land Situated in the County of Lake, State of Indiana and described as follows: Lot 6 in Block 2 in Wicker Park Manor, in the Town of Highland, as per plat thereof, recorded in plat Book 25 Page 12, in the Office of the Recorder of Lake County, Indiana

The borrower has requested that the Lender modify the terms of the Note and Security Instrument, and the Lender has agreed pursuant to the terms and conditions herein. In consideration of the agreements herein, and other good and valuable consideration, the Borrower and Lender hereby agree to modify the terms of the Note and Security Instrument as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The Borrower represents that the Borrower is the occupant of the Property.
2. The Borrower acknowledges that the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such costs and expenses, together with unpaid accrued interest, in the total amount of \$13,227.57 have been added to the indebtedness under the terms of the Note and Security Instrument, and that as of, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$122,670.68.
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest at 5.00, to the order of the Lender. Borrower promises to pay principal and interest of 658.52 beginning on the first day of December 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full:

If on November 1, 2039 (the "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 Maturity Date. The Borrower will make such payments at Nationwide Advantage Mortgage Company or at such other place as the Lender may require.

4. Paragraph of the Mortgage is deleted in its entirety, and the following Paragraph is substituted therefor: **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for : (a) yearly taxes and assessments which may attain priority over this Mortgage as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.



16.00  
OK # 55001970  
CP  
E

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Mortgage .

If the Funds held by Lender exceed the amounts permitted to be held by RESPA or applicable law, Lender shall deal with the excess Funds in accordance with the requirements of RESPA or applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and require the Borrower to make up the shortage or deficiency as permitted by RESPA.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), (c), and (d).

5. Except as otherwise modified herein, the Borrower will comply with all other covenants, agreements, and requirements of the Note and Security Instruments, 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.

6. 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 comply with, all of the terms and provisions thereof, as amended by this Modification.

This Document is the property of  
the Lake County Recorder!

10-19-09

Date

  
Keith W Orban

(Seal)

Date

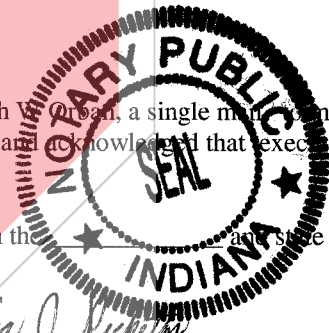
(Seal)

On this 22nd Day of October, 2009, before me personally appeared Keith W Orban, a single man, known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as free act and deed.

In Testimony whereof, I have hereunto set my hand and affixed my official seal in the aforesaid, the day and year first above written.

My term expires: 11/12/15

  
Sylvia J. Keshava  
Notary Public



Date 11/17/09

Nationwide Advantage Mortgage Company

By: [Signature]  
Karla K Neel, Associate Vice President

State of Iowa )  
                  )SS.  
County of Dallas )

On this 17 day of November, 2009, before me the undersigned personally appeared Karla K Neel known to me to be the Associate Vice President of Nationwide Advantage Mortgage Company, that executed the within instrument on behalf of Nationwide Advantage Mortgage Company and acknowledged to me that such, Nationwide Advantage Mortgage Company executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

In Witness whereof, I hereunto set my hand and official seal.

My Commission expires:

[Signature]  
Notary Public

This instrument was drafted by:

Nationwide Advantage Mortgage Company  
Attn: Loss Mitigation Department  
7760 Office Plaza Drive South  
West Des Moines, IA 50266-2336  
(515) 224-7100

**Document is the property of the Lake County Recorder!**  
NOT OFFICIAL  
JILL BROUWER  
COMMISSION NO. 724448  
MY COMMISSION EXPIRES  
9-11-2012

