

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 082469

2009 DEC 14 AM 8:51

MICHAEL A. BROWN
RECORDER

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RETURN TO:
M. E. Wileman
ORION FINANCIAL GROUP, INC.
2860 EXCHANGE BLVD., STE. 100
SOUTHLAKE, TX 76092

Orion Financial Group Inc.

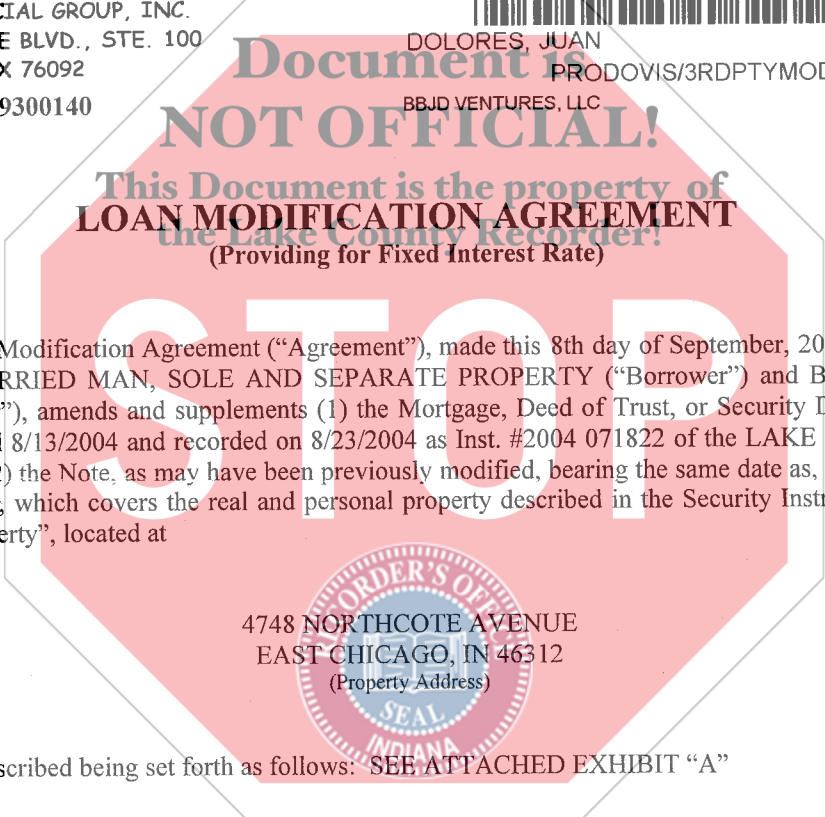


DOLORES, JUAN *09035717*

PRODOVIS/3RDPTYMOD

BBJD VENTURES, LLC

Loan Number: 4739300140



This Loan Modification Agreement ("Agreement"), made this 8th day of September, 2009, between JUAN R DOLORES, MARRIED MAN, SOLE AND SEPARATE PROPERTY ("Borrower") and BBJD VENTURES, LLC. ("Note holder"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated 8/13/2004 and recorded on 8/23/2004 as Inst. #2004 071822 of the LAKE COUNTY Records of INDIANA and (2) the Note, as may have been previously modified, 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

the real property described being set forth as follows: SEE ATTACHED EXHIBIT "A"

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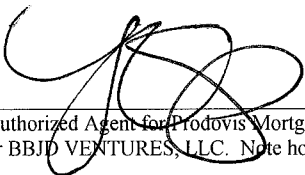
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

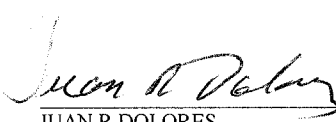
1. As of September 8, 2009, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$85,567.69, consisting of the unpaid amount(s) loaned to Borrower by Note holder plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Note holder. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.00%, from September 1, 2009. Borrower promises to make monthly payments of principal and interest of U.S. \$569.28, beginning on the 1st day of October, 2009, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 7.00% will remain in effect until principal and interest are paid in full. If on 9/1/2039 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.
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 Note holder's prior written consent, Note holder may require immediate payment in full of all sums secured by the Security Instrument.

If Note holder exercises this option, Note holder 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, Note holder 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, 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. 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 Note holder'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 Note holder 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 Note holder.
 - (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 Note holder 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 Note holder.
- (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 Note holder, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.
- (f) Borrower understands and agrees that should he/she/they default on any of the terms of this agreement within one year of the effective date of this agreement, the Note holder may, at its option, declare this agreement null and void and the terms of the original security instrument and note referenced above will be reinstated and in full force and effect.


 _____ (Seal)
 -Authorized Agent for Prodovis Mortgage, LLC. Servicer
 for BBJD VENTURES, LLC. Note holder *Laura Cwings*


 _____ (Seal)
 JUAN R DOLORES -Borrower

By: _____ (Seal)
 -Borrower

[Space Below This Line For Acknowledgments]



STATE OF TEXAS

}
} ss:
}

COUNTY OF TARRANT

On October, 2, 2009 before me, the undersigned Notary public in and for said State, personally appeared Laura Owings, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument who acknowledged that she is the authorized Senior Vice President for Prodovis Mortgage and whose address is 600 Six Flags Drive, Suite 250, Arlington, TX 76011 and who acknowledged to me that she executed the same in her authorized capacity, on behalf of which the person acted executed the instrument.

I certify under penalty of perjury that the foregoing is true and correct.

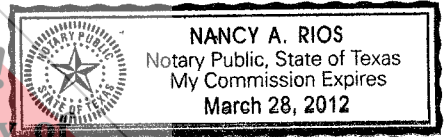
Witness my hand and official seal.

Nancy A. Rios

[notary seal]

Notary Nancy A. Rios

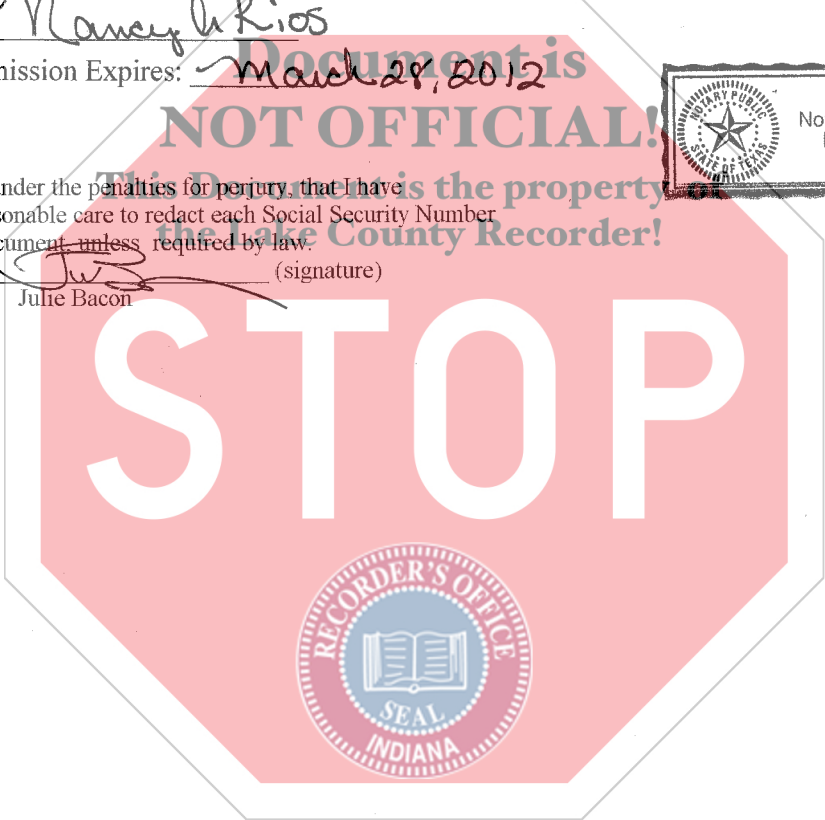
My Commission Expires: March 28, 2012



s:

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.

Julie Bacon (signature)
Julie Bacon



STATE OF Illinois


COUNTY OF Cook

On September 24/2009, before me, the undersigned Notary Public in and for said State, personally appeared, Juan R Dolores, personally known to me (or 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 that the forgoing is true and correct.

Witness my hand and official seal.

(SEAL)



(Notary signature) Carlos A. Gomez
My Commission Expires: 5/14/2012



STATE OF Illinois


COUNTY OF Cook

On September 24/2009, before me, the undersigned Notary Public in and for said State, personally appeared, Juan R. Dolores, personally known to me (or 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.

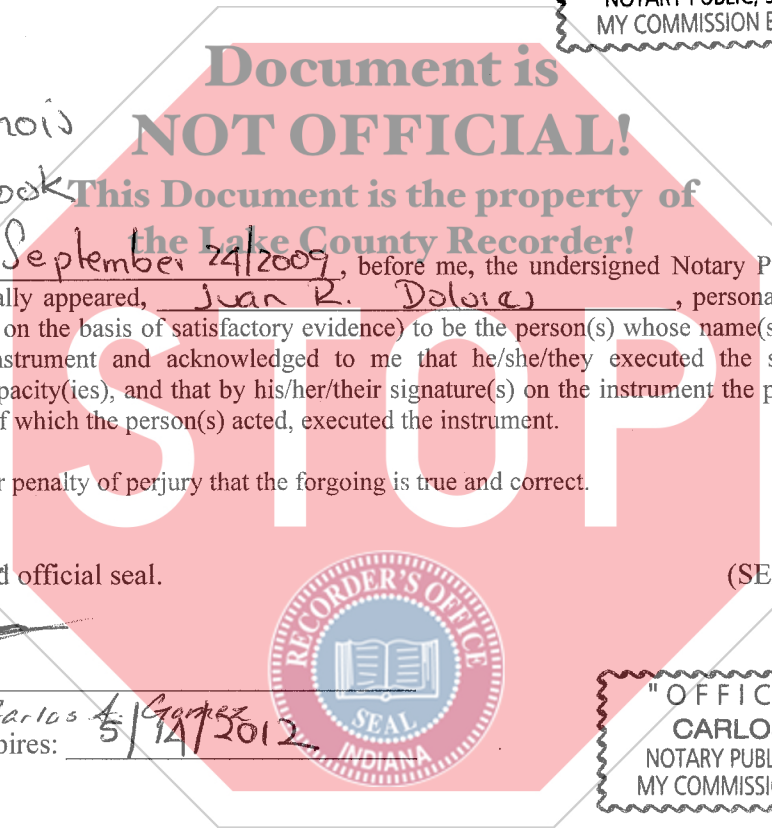
I certify under penalty of perjury that the forgoing is true and correct.

Witness my hand and official seal.

(SEAL)



(Notary signature) Carlos A. Gomez
My Commission Expires: 5/14/2012



Prepared by: Prodovis Mortgage, LLC, 600 Six Flags Drive #250, Arlington, TX 76011 888-878-0522

CASE NO. 044501475

EXHIBIT A - LEGAL DESCRIPTION

The South 41 feet of Lots 25 and 26 in Block 5 in Resubdivision of Blocks 13, 14 and 15, Lots 12 to 30 in Block 16 and Blocks 17, 26, 27 and 28 in that part of East Chicago lying in the Southwest Quarter of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, as per plat thereof, recorded in Plat Book 5, page 27, in the Office of the Recorder of Lake County, Indiana.

