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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 003917

2010 JAN 22 AM 8:35

CAT... ARD
AC... ORDER

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This multi-state instrument was Prepared by:

Litton Loan Servicing LP
c/o Safeguard Properties, Inc., Agent,
Eric S. Solowitch, Title Director
650 Safeguard Plaza
Brooklyn Heights, Ohio 44131



Litton Loan No. 40504623
Investor Loan No: 3000544370
Original Loan Amount: \$62,050.00
Modified Loan Amount: \$65,208.72



This Loan Modification Agreement ("Agreement"), made this 19th day of January, 2009, between, Phyllis M. Carey, Single, ("Borrower") and Mortgage Electronic Registration Systems, Inc. ("Lender"), amends and supplements (1) the Mortgage and Mortgage Adjustable Rate Rider ("the Security Instrument") dated October 26, 2006 and recorded as Document Number 2006-110123 of the Official Records of Lake County, Indiana (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

**1595 ELLSWORTH STREET
GARY, INDIANA 46407
(Property Address)**

The real property described being set forth as follows:

See Schedule "A" Attached Hereto and Made Part Hereof

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.

Sarah Lawrence

4601539

RM

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Borrower promises to pay the Unpaid Principal, plus interest, to the order of the lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.490% from 12/01/2008 until 11/01/2013. Borrower promises to make fifty nine (59) monthly payments of principal and interest of U.S. \$341.83 beginning on the 1st day of January, 2009 and continuing thereafter on the same day of each succeeding month until 12/01/2013.

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT, THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES.

The Note provides for an initial interest rate of **4.490%** and an initial P&I monthly payment of **\$341.83**. The Note provides for changes in the adjustable interest rate and the monthly payments as, follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES.

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of **November, 2013** and on that day every 6th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date". The Modified Maturity Date is **November 1, 2036**.

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the six month London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market, as published in *The Wall Street Journal*. The most recent Index figure available on the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index". If the Index is no longer available, the Note Holder will choose a new Index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **6.990** percentage points (6.990%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **13.650%** or less than **4.490%**. Thereafter, my adjustable interest rate will never be **increased or decreased on any single Change Date by more than one and one half percentage point (1.50%)** from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than **13.650%**, which is called the "Maximum Rate." My interest rate will never be less than **4.490%**.

(E) Effective Date of Change

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding this notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Section 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to purchaser.

If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal laws as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee and (B) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower

Jan 28, 2009
Date

Phyllis M. Carey (Seal)
Phyllis M. Carey

STATE OF INDIANA
COUNTY OF

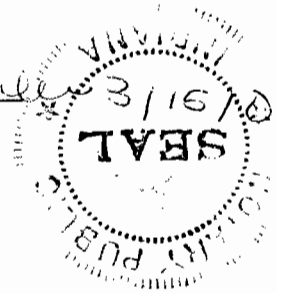
**Document is
NOT OFFICIAL!**

Executed before me on this 28 day of January, 2009, by Phyllis M. Carey, who, under penalty of perjury under Section 32-21-2-7 of the Indiana Code Annotated, represented to me to be said person.

the Lake County Recorder!

STOP

Walter J. Fawcett
Notary Public
Print Name Also:
County of Residence:
My Commission Expires:
Commission Number:



Document Preparation:
FNMA Multi-state Instrument
Standard Loan Modification Agreement
Form 3179



Mortgage Electronic Registration Systems, Inc.

Date JUN 11 2009

Name: MARTI NORIEGA (Seal)
Title: Assistant Secretary

STATE OF Texas

COUNTY OF Harris

On JUN 11 2009 before me Soriya Vanan Saukam
Date Notary
personally appeared MARTI NORIEGA Signer(s)

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 entity upon behalf of which the person(s) acted, executed the instrument.



Soriya Vanan Saukam
Signature of Notary Public
My Commission Expires: 9/10/2011

OPTIONAL INFORMATION

Capacity Claimed By Signer:

Signer(s) Name: _____
Corporate Officer - Title: _____
Signer(s) is Representing: Mortgage Electronic Registration Systems, Inc.



EXHIBIT "A"
LEGAL DESCRIPTION

Lot 25 and the South ½ of Lot 26, in Orchard Park Addition, to Gary as per plat thereof recorded in Plat Book 6, page 26, in the Office of the Recorder of Lake County, Indiana.

More commonly known as: 1595 Ellsworth St. Gary, IN 46404

