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When recorded mail to: #5381661

First American Title

Loss Mitigation Title Services 392.1

P.O. Box 27670

Santa Ana, CA 92799

RE: NUSSBAUM

2010 004445

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 JAN 25 PM 12: 12

CAROLYN J. POLLARD
ACTING RECORDER

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5381661

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INTEREST ONLY ADJUSTABLE RATE LOAN MODIFICATION AGREEMENT

This Interest Only Adjustable Rate Loan Modification Agreement ("Agreement") made this October 1, 2009 ("Effective Date") between LARRY NUSSBAUM TAMMY NUSSBAUM HUSBAND AND WIFE ("Borrower") and GMAC Mortgage, LLC Lender/Service or Agent for Lender/Service ("Lender"), amends and supplements that certain promissory note ("Note") dated July 1, 2005 in the original principal amount of Four Hundred Four Thousand Dollars and No Cents \$ 404,000.00 executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on July 20, 2005 with Instrument Number 2005060307 in Book and/or Page Number(s) of the real property records of LAKE County, IN. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 9948 MARGO LN MUNSTER IN 46321-0000, which real property is more particularly described as follows:

(Legal Description - Attach as Exhibit if Recording Agreement)

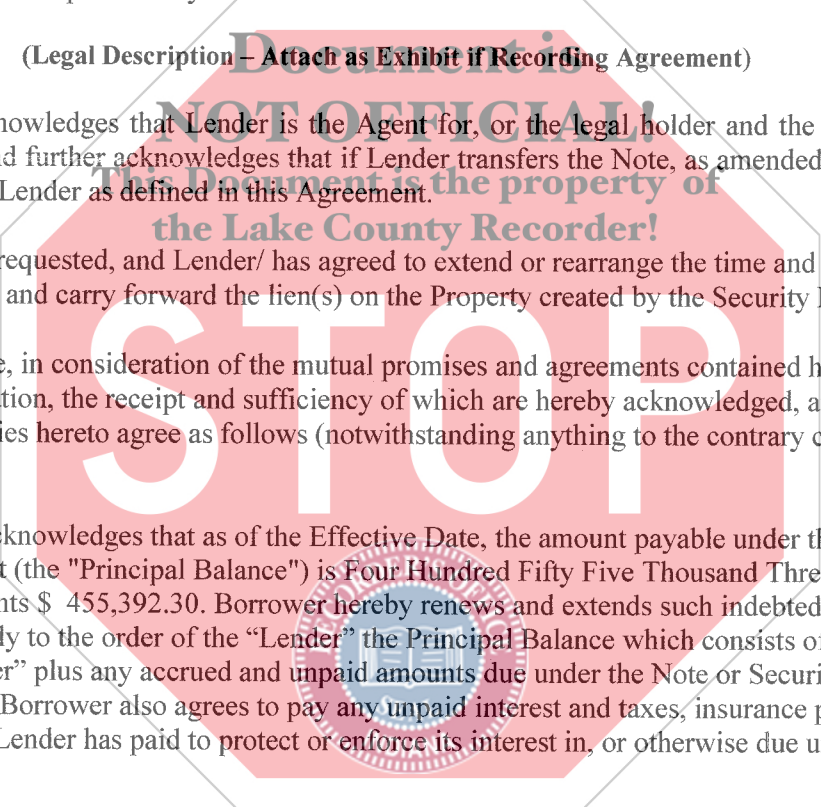
Borrower acknowledges that Lender is the Agent for, or the legal holder and the owner of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the Lender as defined in this Agreement.

Borrower has requested, and Lender/ has agreed to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and secured by the Security Instrument (the "Principal Balance") is Four Hundred Fifty Five Thousand Three Hundred Ninety Two Dollars and Thirty Cents \$ 455,392.30. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of the "Lender" the Principal Balance which consists of the amount(s) loaned to Borrower by "Lender" plus any accrued and unpaid amounts due under the Note or Security Instrument capitalized by Lender. Borrower also agrees to pay any unpaid interest and taxes, insurance premiums and other costs or expenses that Lender has paid to protect or enforce its interest in, or otherwise due under, the Note and the Security Instrument.

2. Interest will be charged on the new unpaid Principal Balance until the full amount of principal has been paid. Borrower will pay interest at a yearly rate of 4.00000% beginning on October 1, 2009. The interest rate Borrower will pay will change in accordance with this Agreement. The interest rate required by this Agreement is the rate Borrower will pay both before and after any default under the terms of the Note, as amended by this Agreement.



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3. Borrower promises to make a payment every month. This monthly payment will consist of interest only payments of \$ 1,517.97 starting on November 1, 2009 and ending on August 1, 2015 (the 'Interest Only Payment Period'). Thereafter Borrower will begin making payments consisting of principal and interest for the remaining term of the loan. The date of the borrower's first payment consisting of both principal and interest shall be September 1, 2015. Borrower will make these payments every month until all of the principal and interest and any other charges that Borrower may owe under this Agreement have been repaid. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest, it will be applied to interest before Principal. If on August 1, 2035 ("Maturity Date"), Borrower still owes any amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date. Borrower will make such payments at 3451 Hammond Avenue, Waterloo, IA 50702 or at such other place as Lender may require.

4. The monthly payment may change based on changes in the unpaid principal of the loan and/or the interest rate Borrower must pay. Lender will determine the new interest rate and any change in the amount of the monthly payment in accordance with this Agreement. The interest rate Borrower will pay may change on October 1, 2014 and on that day every six months thereafter. Each date on which the interest rate could change is called a "Change Date".

5. Beginning with the next Change Date, any change in the borrower's interest rate, will be based on a change in an Index. The Index is the the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London Marker ("LIBOR") as published in The Wall Street Journal. The most recent Index figure available as of the most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." If the Index is no longer available, the Lender will choose a new Index, which is based upon comparable information, as provided for in the Note. Lender will give the Borrower notice of this choice.

6. Before each Change Date, Lender will calculate the new interest rate by adding Three point Five percentage points (3.50000%) to the Current Index. Lender will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated below, this rounded amount will be the new interest rate until the next Change Date. Lender will then determine, as applicable, (i) the amount of the monthly interest only payment based on the unpaid principal balance and the new interest rate, if still within the Interest Only Payment Period, or (ii) the amount of the monthly principal and interest payment that would be sufficient to repay the unpaid principal that Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments, if after the Interest Only Payment Period. The result of this calculation will be the new amount of the monthly payment. Borrower will pay the amount of the new monthly payment beginning on the first monthly payment date after the Change Date until the amount of the monthly payment changes again. The monthly payments will be applied first to the payment of interest due and then to principal.

7. The interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1 %) from the rate of interest Borrower has been paying for the preceding six months. The interest rate will never be greater than 12.59000% or less than 3.50000%.

8. Before the effective date of any change, Lender will deliver or mail to Borrower notice of any changes in the interest rate and the amount of the monthly payment. The notice will include information required by law to be given to Borrower and also the title and telephone number of a person who will answer any questions Borrower may have. Unless applicable law requires a different method, any notice that must be given to Borrower under this Agreement will be given by delivering it or mailing it by first class mail to Borrower at the property address stated above or at a different address if Borrower gives Lender notice of Borrower's different address. Any notice that must be given to Lender under this Agreement will be given by mailing it first class mail to the Lender at the address stated in Paragraph 3 above or at a different address if Borrower is given notice of that different address.

9. If Lender has not received the full amount of any monthly payment by the end of 15 calendar days after the date on which the payment is due, Borrower will pay a late charge to Lender in an amount calculated in accordance with the Borrower's original Note, or as otherwise provided by law. Borrower will pay this late charge promptly but only once on each late payment. The late charge is not in lieu of any other remedy of Lender, including any default remedy.

10. It is the intention of the parties that all liens and security interests described in the Security Instrument are hereby renewed and extended (if the Maturity Date of the original Note has been changed) until the indebtedness evidenced by the Note and this Agreement has been fully paid. Lender and Borrower acknowledge and agree that such renewal, amendment, modification, rearrangement or extension (if applicable) shall in no manner affect or impair the Note or liens and security interests securing same, the purpose of this Agreement being simply to modify, amend rearrange or extend (if applicable) the time and the manner of payment of the Note and indebtedness evidenced thereby, and to carry forward all liens and security interests securing the Note, which are expressly acknowledged by Borrower to be valid and subsisting, and in full force and effect so as to fully secure the payment of the Note.

11. If all or any part of the Property or any interest in it 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, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, this option shall not be exercised by "Lender" if such exercise is prohibited by applicable law. If Lender exercises this option, "Lender" shall give Borrower notice of acceleration and/or any other notices that may be required by law. 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 this 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. For purposes of this paragraph, "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 transfer of title by Borrower at a future date to a purchaser.

12. As amended hereby, the provisions of the Note and Security Instrument shall continue in full force and effect, and the Borrower acknowledges and reaffirms Borrower's liability to Lender thereunder. In the event of any inconsistency between this Agreement and the terms of the Note and Security Instrument, this Agreement shall govern. 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, including but not limited to, in the case of the Borrower, the obligation to pay items such as taxes, insurance premiums or escrow items, as applicable. Any default by Borrower in the performance of its obligations herein contained shall constitute a default under the Note and Security Instrument, and shall allow Lender to exercise all of its remedies set forth in said Security Instrument.

13. Lender does not, by its execution of this Agreement, waive any rights it may have against any person not a party hereto. This Agreement may be executed in multiple counterparts, each of which shall constitute an original instrument, but all of which shall constitute one and the same Agreement. EACH OF THE BORROWER AND THE LENDER ACKNOWLEDGE THAT NO REPRESENTATIONS, AGREEMENTS OR PROMISES WERE MADE BY THE OTHER PARTY OR ANY OF ITS REPRESENTATIVES OTHER THAN THOSE REPRESENTATIONS, AGREEMENTS OR PROMISES SPECIFICALLY CONTAINED HEREIN. THIS AGREEMENT, AND THE NOTE AND SECURITY INSTRUMENT (AS AMENDED HEREBY) SETS FORTH THE ENTIRE UNDERSTANDING BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.

Executed effective as of the day and year first above written.

Larry Nussbaum
LARRY NUSSBAUM

Tammy S. Nussbaum
TAMMY NUSSBAUM

BORROWER ACKNOWLEDGMENT

State of Illinois
County of Cook

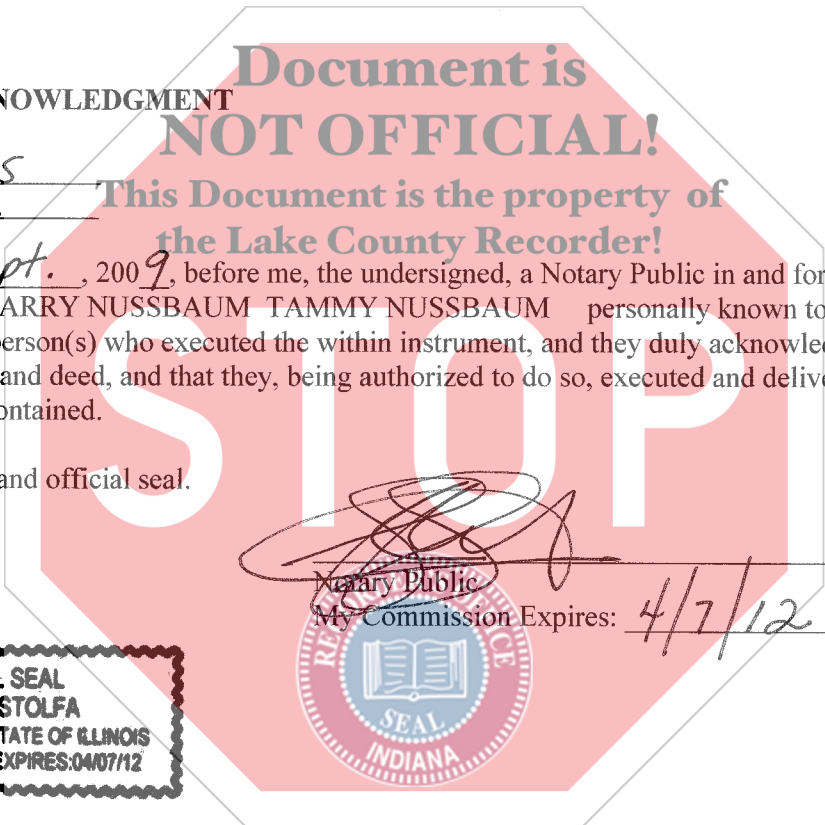
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On this 10th day of Sept., 2009, before me, the undersigned, a Notary Public in and for said county and state, personally appeared LARRY NUSSBAUM TAMMY NUSSBAUM personally known to me or identified to my satisfaction to be the person(s) who executed the within instrument, and they duly acknowledged that said instrument is their act and deed, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 4/7/12



GMAC Mortgage, LLC

By: Krista M. Cady

Title: Limited Signing Officer

LENDER ACKNOWLEDGMENT

State of IOWA
County of BLACKHAWK

On this 15 day of Sept, 2009, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Krista M. Cady, personally known to me or identified to my satisfaction to be the person who executed the within instrument as _____ of GMAC Mortgage, LLC, said instrument is the act and deed of said entity, and that they, being authorized to do so, executed and delivered said instrument for the purposes therein contained.

Witness my hand and official seal.



LEGAL DESCRIPTION:

LOT 68 IN WEST LAKES ADDITION, PHASE ONE, TO THE TOWN OF MUNSTER, AS PER PLAT THEREOF,
RECORDED IN PLAT BOOK 82 PAGE 18, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



Certificate of Preparation

This is to certify that this instrument was prepared by GMAC Bank, one of the parties named in the instrument.

Alyson A. Cameron
Signature

Doc Prep Specialist/Title

GMAC Mortgage LLC
Loss Mitigation Department
3451 Hammond Ave
Waterloo, IA 50702
1-800-850-4622

