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Prepared by
Barbara A. Backus
M&T Bank
1100 Wehrle Dr., Williamsville, NY 14221

2010 011944

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2010 MAR -4 PM 1:06

After Recording Mail to:
Financial Dimensions, Inc.
Attention Settlement Dept
1400 Lebanon Church Rd.
Pittsburgh, PA 15236



MICHELLE R. FAJMAN
RECORDER

(Name For Recording Data)

TAX ID 451218404001000030

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the 23rd
Day of JANUARY, 2010 between CHARLOTTE R EMERY,
("Borrower(s)", whose address is 3617 W 74TH CT MERRILLVILLE IN 46410
and M&T BANK ("Lender")
whose address is 1100 Wehrle Drive, Williamsville, NY 14221
amends and supplements (1) the Mortgage, Deed of Trust or Secured Debt (the "Security
Instrument") to COUNTRY HOME MORTGAGE, dated
September 30, 2002, recorded October 4, 2002, in Book or as
Instrument# 2002-89677, Page _____, County of
LAKE, State of INDIANA (2) the Note bearing
the same date as, and secured by, the Security Instrument ("Note"), date as, and
secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which
cover the real and personal property described in the Security Instrument and defined
therein as the "Property", located 3617 W 74TH CT MERRILLVILLE IN 46410
, with the original principal balance of U.S. \$82,450.00, with pre-modification
principal of U.S. \$79,843.74 and with capitalized amount of U.S.
\$9,072.63. The real property described set forth as follows:

*Assigned to M&T Bank by Assignment recorded in Book 2002-89678. This together assigned to
M&T mortgage Corporation by Assignment recorded in Book 2006-10000.*
SEE ATTACHED SCHEDULE 'A'



initials C.R.F.

24-
LP
1.00
OV
1-16474

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In consideration of the mutual promises and agreement exchanged, the parties hereto agree as follows (not withstanding anything to the contrary in the Loan Documents).

1. As of February 1, 2010, the amount payable under the combined Loan Documents in U.S. \$88,916.37 (the "Unpaid Principal Balance") consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.

2. The maturity Date of the above referenced Note has been amended from October 1, 2032 to February 1, 2040 ("Maturity Date").

3. The 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 5.625% from February 1, 2010

4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:

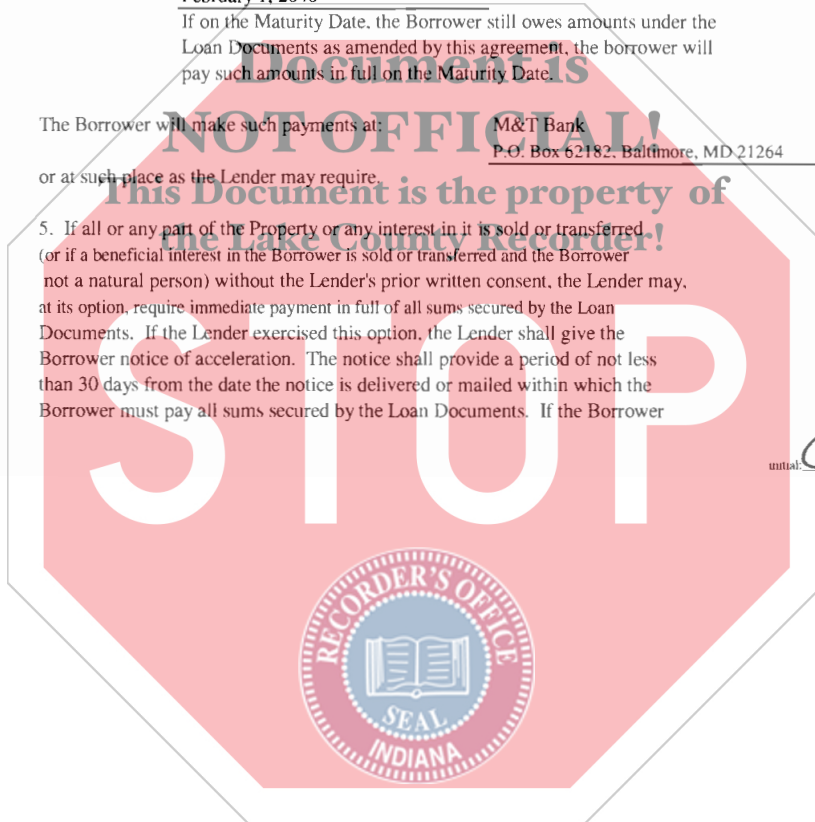
(a) Monthly principle and interest payments of \$511.85 for the payments due from March 1, 2010 through and including February 1, 2040

If on the Maturity Date, the Borrower still owes amounts under the Loan Documents as amended by this agreement, the borrower will pay such amounts in full on the Maturity Date.

The Borrower will make such payments at: M&T Bank
P.O. Box 62182, Baltimore, MD 21264
or at such place as the Lender may require.

5. 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 not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Loan Documents. If the Lender exercised 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 the Loan Documents. If the Borrower

initial: C.R.C.



fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.

6. The Borrower also will comply with all other covenants, agreements and requirements of the Loan Documents, including without limitation, the Borrower's covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Loan Documents, 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 Loan Documents (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 affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.

7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof as amended by this agreement.



initial: C.P.S.

BORROWER
Angie
Witness 1

Charlotte R. Emery
CHARLOTTE R EMERY

[Signature]
Witness 2

State of INDIANA
County of LAKE

Before me, a Notary Public, in and for said County, personally appeared the above named CHARLOTTE R EMERY, who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at PEOPLES BANK, this 23RD day of JANUARY, 2010.
[Signature]
Notary Public

My Commission expires: JULY 27, 2017

CO-BORROWER

Witness 1

Witness 2

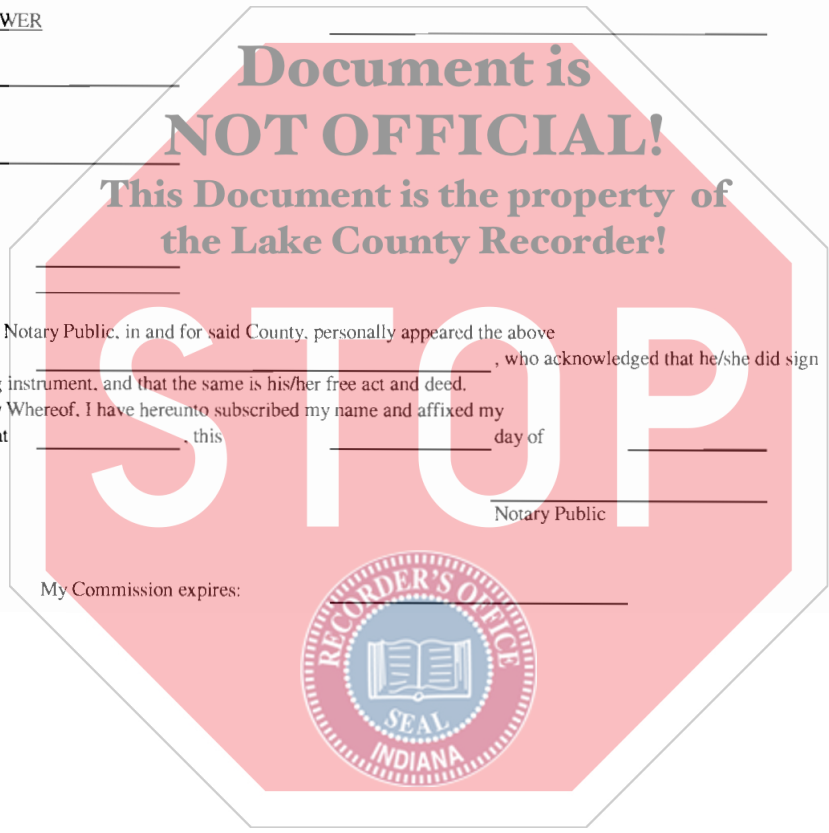
State of _____
County of _____

Before me, a Notary Public, in and for said County, personally appeared the above named _____, who acknowledged that he/she did sign the foregoing instrument, and that the same is his/her free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal at _____, this _____ day of _____, 2009.

Notary Public

My Commission expires: _____



LENDER

David R Ligammari
Assistant Vice President

M&T Bank

(Seal)

-LENDER

[Handwritten Signature]
Witness

By:

[Handwritten Signature]
David R. Ligammari Assistant Vice President
M&T Bank

[Handwritten Signature]
Katie M Stack
Witness

-----[Space Below This Line For Acknowledgments]-----

LENDER

State of New York

County of Erie

On the 26th day of February

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder.

in the year 2010

before me, the undersigned, personally appeared

David R. Ligammari

personally known to me or proved to me on the basis of satisfactory evidence

to be the individual(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 capacity(ies), and that by his/her/their

signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s)

acted, executed the instrument.

[Handwritten Signature]

Notary Public



Margaret P. Ellis
Notary Public NY State
Qualified in Erie County
Reg. No. 01PH5014360
Expiration Date July 15, 2011

COMMITMENT FOR TITLE INSURANCE

Schedule

EXHIBIT A - LEGAL DESCRIPTION

File Number: **477661-1**

the following described real estate in Lake County, State of Indiana:

Unit A, Building 3617 in West 74th Court Condominium, a Horizontal Property Regime, as recorded as Document 92063795 and 92063796 under the date of October 7, 1992, as per plat thereof, recorded in Plat Book 73 page 24, in the Office of the Recorder of Lake County, Indiana, and the undivided interest in the common elements appertaining thereto.

Property #45-12-18-404-001.000-030

