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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 012191

2010 MAR -8 AM 8:37

MICHELLE R. FAJMAN
RECORDER

When recorded mail to: #:5598987

First American Title
Loss Mitigation Title Services 1079.1
P.O. Box 27670
Santa Ana, CA 92799
RE: HARRIS - PROPERTY REPORT

Parcel No. 07-09-283-016.000-023

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Original Recorded Date: SEPTEMBER 19, 2006

Fannie Mae Loan No.: 0155413354

Original Principal Amount: \$ 104,500.00

Loan No. ~~XXXXXXXXXXXXXXXXXXXX~~

LOAN MODIFICATION AGREEMENT
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 1ST day of DECEMBER, 2009 ,
between THOMAS M. HARRIS, MARRIED

("Borrower") and WELLS FARGO BANK, N.A.

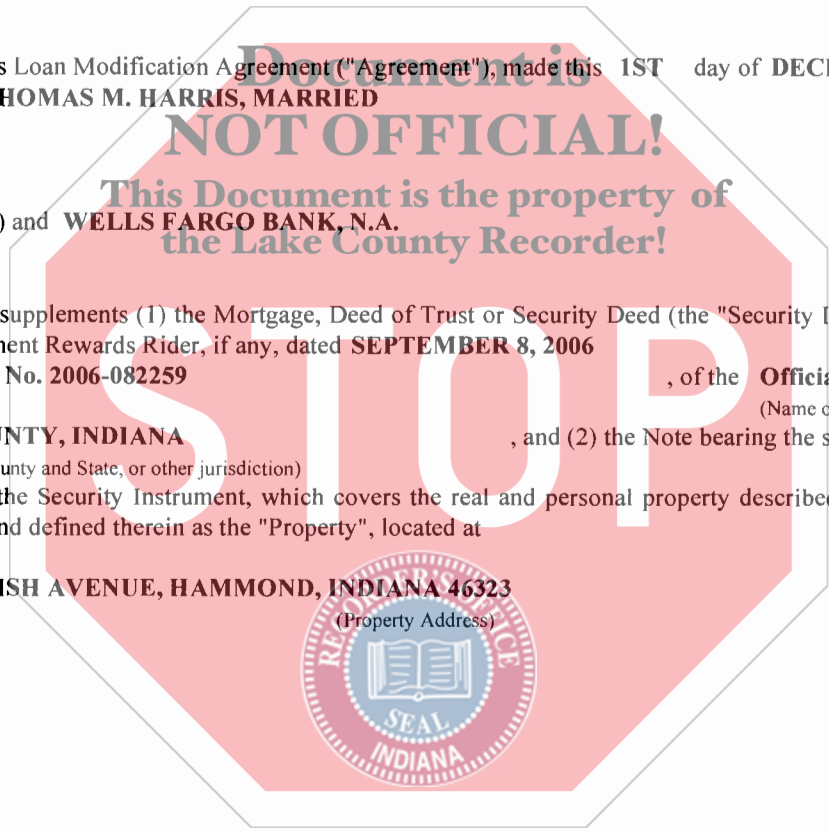
("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and
Timely Payment Rewards Rider, if any, dated SEPTEMBER 8, 2006 and recorded in
Instrument No. 2006-082259 , of the Official Records of

LAKE COUNTY, INDIANA , and (2) the Note bearing the same date as, and
(County and State, or other jurisdiction)
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

6812 PARRISH AVENUE, HAMMOND, INDIANA 46323

(Property Address)



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40445573
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the real property described being set forth as follows:

THE SOUTH HALF OF LOT NUMBER 14 IN BLOCK NUMBER FIVE AS MARKED AND LAID DOWN ON THE RECORDED PLAT OF HARTMAN'S GARDENS SECOND ADDITION TO HAMMOND, IN LAKE COUNTY, INDIANA, AS THE SAME APPEARS OF RECORD IN PLAT BOOK 16, PAGE 9, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

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 **JANUARY 1, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **132,919.69**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.750 %**, from **JANUARY 1, 2010**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **693.37**, beginning on the **1ST** day of **FEBRUARY, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.750 %** will remain in effect until principal and interest are paid in full. If on **JANUARY 01, 2040** (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 Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, 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 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, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

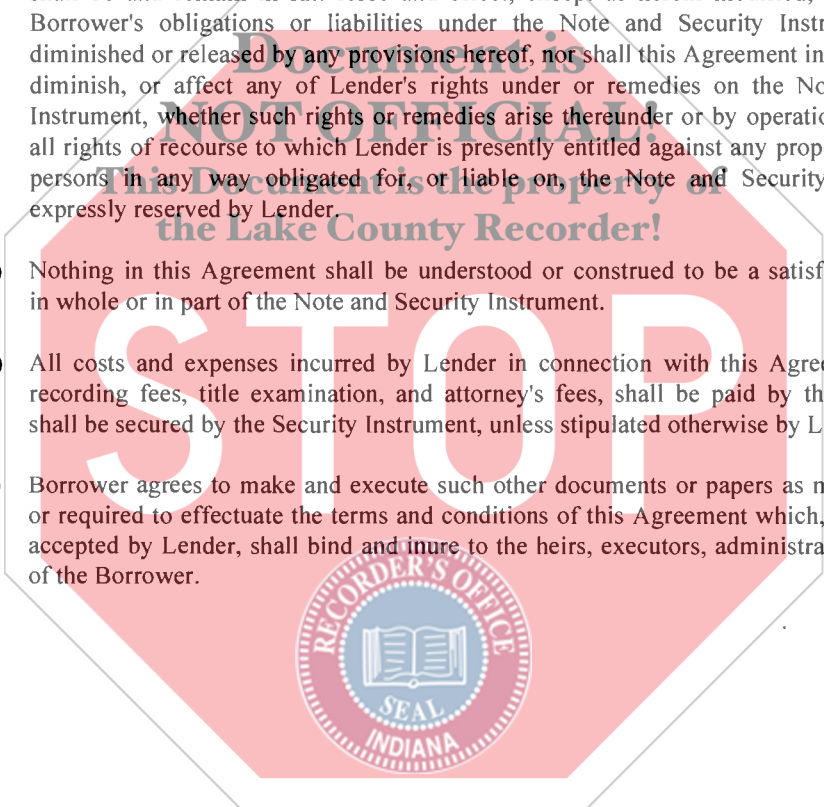
4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower 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:

XXXXXXXXXXXXXXXXXXXX

- (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, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and
- (b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, 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 Lender'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 Lender 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 Lender.
- (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 Lender 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 Lender.
- (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 Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.



XXXXXXXXXXXXXXXXXXXX

WELLS FARGO BANK, N.A.

[Signature] 12/18/09

Name: *Yeng Yang* (Seal)
- Lender

Its: *v p of loan documentation*

Thomas M Harris 12/14/09 (Seal)
THOMAS M. HARRIS - Borrower

(Seal)
- Borrower



(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

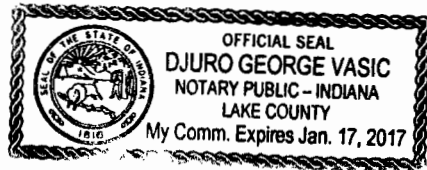
[Space Below This Line For Acknowledgment]

BORROWER ACKNOWLEDGMENT

STATE OF IN LAKE COUNTY SS:
On this 14th day of Dec 2009, before me, the undersigned, a Notary Public in and for said County, personally appeared **THOMAS M. HARRIS** and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

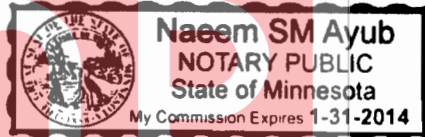
Djuro George Vasic
Notary Public
Residing in LAKE County
My commission expires:



Document is NOT OFFICIAL!
LENDER ACKNOWLEDGMENT

STATE OF Minnesota COUNTY OF Ramsey
The foregoing instrument was acknowledged before me this 12/18/09 by Yang Yang of Wells Fargo Bank, N.A., the VP of Loan Documentation, on behalf of said entity.

Naeem SM Ayub
Notary Public



**THIS DOCUMENT WAS PREPARED BY: KAREN BATTON
WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD, MAC# X7801-03K, FORT MILL, SOUTH CAROLINA 29715**

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law KAREN BATTON
[Printed Name]

