

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2010 JUL -2 AM 9:47

2010 038080

MICHELLE R. FAJMAN  
RECORDER

**LOAN MODIFICATION AGREEMENT  
(To a Fixed Interest Rate)**

This Loan Modification Agreement (the "Agreement"), made and effective this 17<sup>th</sup> day of June, 2010, between City of East Chicago Department of Redevelopment ("Lender") and Alicia B. Verduzco ("Borrower"), modifies and amends certain terms of Borrower's indebtedness evidenced by (1) the Note (the "Note") to Lender dated the 11<sup>th</sup> day of June, 2010, in the original principal sum of U.S. \$11,739.00 and secured by (2) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") and Rider(s), if any, dated the same date as the Note and recorded as Instrument Number 2010 029056, of the County Recorder's Office Records of State of Indiana, Lake County. The Security Instrument covers the real and personal property described in the Security Instrument and defined as the "Property", located at:

3734 Fir Street, East Chicago Indiana 46312

the real property described being set forth as follows:

Lot 25, in Block 6, in the First Addition to Indiana Harbor in the City of East Chicago, as per plat thereof, recorded in Plat Book 5, page 14, in the office of the Recorder of Lake County, Indiana.

Property Number 45-03-22-303-030.000-024

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

1. **Current Balance.** As of June 15<sup>th</sup>, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$14,524.04.
2. **Interest Rate.** 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 3%, beginning October 1<sup>st</sup>, 2010, both before and after any default described in the Note. The yearly rate of 3% will remain in effect until principal and interest is paid in full.
3. **Monthly Payments and Maturity Date.** Borrower promises to make monthly payments of principal and interest of U.S. \$100.30, beginning on the 1<sup>st</sup> day of October, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on September 1<sup>st</sup>, 2010, (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification Agreement, the Borrower will pay these amounts in full on the Maturity Date.

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\$14  
RB

**PROFESSIONAL TITLE SERVICE  
HAS MADE AN RECOMMENDATION  
RECORDING OF THE INSTRUMENT**

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4. Place of Payment. Borrower must make the monthly payments at City of East Chicago Department of Redevelopment, P.O. Box 498, East Chicago, IN 46312 or such other place as Lender may require.
  
5. Partial Payments. Borrower may make a full prepayment or partial prepayments without paying any prepayment charge. Lender will use the prepayments to reduce the amount of principal that Borrower owes under the Note. However, Lender may apply the Prepayment to the accrued and unpaid interest on the prepayment amount before applying the prepayment to reduce the principal amount of the Note. If Borrower makes a partial prepayment, there will be no changes in the due dates or the amount of the monthly payments unless Lender agrees in writing to those changes.
  
6. Property Transfer. 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.

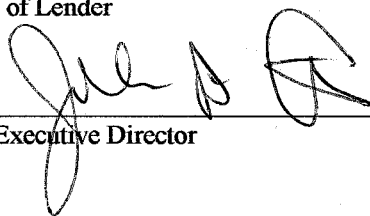
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 of the Security Instrument, within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.


7. Compliance with Covenants. 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.

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 where 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.

In Witness Whereof, Lender and Borrower have executed this Agreement.

City of East Chicago Department of Redevelopment  
Name of Lender

By:   
Executive Director

 (Seal)  
Alicia B. Verduzco- Borrower

N/A (Seal)  
Co- Borrower