

2010 060522

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2010 OCT 18 PM 2:28

MICHELLE T. FAJMAN  
RECORDER

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\_\_\_\_\_ [Space Above This Line For Recording Data] \_\_\_\_\_

Original Recorded Date: NOVEMBER 28, 2007  
Original Principal Amount: \$ 113,781.00

Fannie Mae Loan No. 0103966729  
Loan No. 4494496  
VA Case No. 203 151 8433888  
MERS MIN 1000224 0449944964 9

11618910

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 26TH day of AUGUST, 2010 ,  
between JASON ULYSSES HARMON

("Borrower") and HSBC MORTGAGE CORPORATION (USA)

AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("Lender"),  
amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and  
Timely Payment Rewards Rider, if any, dated OCTOBER 26, 2007 and recorded in  
Book or Liber N/A, at page(s) N/A, Instrument No. 2007-093725  
of the Official Records of LAKE COUNTY, INDIANA , and (2)

(Name of Records) (County and State, or other jurisdiction)  
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  
5979 Mckinley Street, Merrillville, INDIANA 46410  
(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
CoreLogic Document Services  
CoreLogic, Inc.  
CLDS# FM3179 Rev. 04-05-10

Form 3179 1/01 (rev. 01/09)  
(page 1 of 5)

22-  
# 19440  
55

the real property described being set forth as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;**

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 **AUGUST 26, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **131,596.95**, 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 **5.000** %, from **SEPTEMBER 1, 2010**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **706.44**, beginning on the **1ST** day of **OCTOBER, 2010**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **5.000** % will remain in effect until principal and interest are paid in full. If on **SEPTEMBER 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.

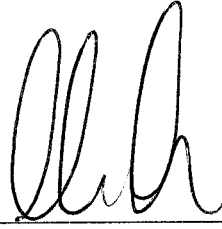
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums 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:

- (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.

HSBC MORTGAGE CORPORATION (USA)

MESUD AVDAGIC  
Assistant Vice President



Name: DATE: 9-3-10 \_\_\_\_\_ (Seal)  
- Lender

Its:

  
JASON ULYSSES HARMON

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

[Space Below This Line For Acknowledgment]

**BORROWER ACKNOWLEDGMENT**

4494496

STATE OF

COUNTY SS:

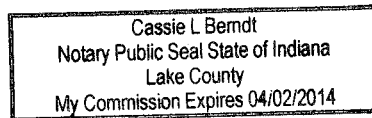
On this 31 day of August, 2010, before me, the undersigned, a Notary Public in and for said County, personally appeared **JASON ULYSSES HARMON** and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

Cassie L. Berndt 8/31/10  
Notary Public

Residing in Lake County

My commission expires: 2 April 2014



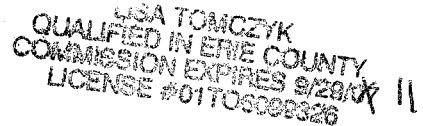
**LENDER ACKNOWLEDGMENT**

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this September 3, 2010 by Mesud Audagic, the AUP of HSBC mortgage corporation, on behalf of said entity.

Lisa Tomczyk  
Notary Public



**THIS DOCUMENT WAS PREPARED BY: Laurie Bracci Hatt**  
HSBC Mortgage Corporation (USA)  
2929 Walden Ave., Depew NY 14043

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 Laurie Bracci Hatt  
[Printed Name]

**EXHIBIT A**

**BORROWER(S): JASON ULYSSES HARMON**

**LOAN NUMBER: 4494496**

**LEGAL DESCRIPTION:**

**ALL OF LOT 18 AND THAT PART OF LOT 17 DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST WESTERLY CORNER OF LOT 17, THENCE SOUTHEASTERLY ON THE SOUTHWESTERLY SIDE A DISTANCE OF 160 FEET TO THE MOST SOUTHERLY CORNER THEREOF; THENCE NORTHEASTERLY ON THE SOUTHEASTERLY SIDE FOR A DISTANCE OF 7 FEET TO A POINT; THENCE NORTHWESTERLY A DISTANCE OF 160.2 FEET TO THE POINT OF BEGINNING, IN BLOCK 6 IN CORRECTED PLAT AS OF AUGUST 31, 1959, WRIGHT MANOR ADDITION TO GARY, IN THE TOWN OF MERRILLVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 33 PAGE 62, CORRECTING PLAT RECORDED IN PLAT BOOK 32, PAGE 26, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.**

**ALSO KNOWN AS: 5979 Mckinley Street, Merrillville, INDIANA 46410**