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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 061223

2010 OCT 21 AM 8:58

MICHELLE D. FAUMAN
RECORDER

Space Above This Line For Recorders Use Only

PREPARED BY: LAQUANZA REEDER
CENTRAL MORTGAGE COMPANY
801 John Barrow, Suite 1, Little Rock, AR 72205
501-716-5907



Recording Requested By & Return To:

Central Mortgage Company
801 John Barrow, Suite 1
Little Rock, AR 72205-6523



1005268-968

**COVER SHEET FOR
Balloon Loan Modification**

AMOUNT \$ 26⁰⁰
CASH _____ CHARGE _____
CHECK # 8750281
OVERAGE 3⁰⁰
COPY _____
NON-COM _____
CLERK 199

E

Ref 1

MERS Number: 100038110016129349
Freddie Mac Loan Number: 809092409
Servicer Loan Number: 1001612934

BALLOON LOAN MODIFICATION
(Pursuant to the Terms of the Balloon Note Addendum and Balloon Rider)

**TWO ORIGINAL BALLOON LOAN MODIFICATIONS
MUST BE EXECUTED BY THE BORROWER:**

**ONE ORIGINAL IS TO BE FILED WITH THE BALLOON NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE THE
SECURITY INSTRUMENT IS RECORDED**

This Balloon Loan Modification ("Modification"), entered into effective as of the September 1, 2010, between RAYMOND W HUTTON and DAVID J WIECLAW ("Borrower") and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated August 15, 2003, securing the original principal sum of U.S. \$144,400.00, and recorded in Book or Liber n/a, at page(s) n/a, Doc # 2003 087904, of the LAKE COUNTY, HAMMOND, INDIANA Records COUNTY OF LAKE, INDIANA; and (2) the Balloon Note bearing the same date as, and secured by, the Security Instrument, (the "Note") which covers the real and personal Property described in the Security Instrument and defined in the Security Instrument as the "Property", located at 7152 JEFFERSON AVENUE, HAMMOND, IN 46324 the real Property described being set forth as follows:

THE SOUTH HALF OF LOT 58, ALL LOTS 59 AND 60, IN BLOCK 11, IN SUBDIVISION OF BLOCKS 9 TO 14, BOTH INCLUSIVE, IN JACKSON TERRACE, IN THE CITY OF HAMMOND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 17, PAGE 22, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

SEE ATTACHED 1 AND 4 FAMILY RIDER (ASSIGNMENT OF RENTS) HERETO AND MADE A PART HEREOF

CMC Loan Number: 1001612934

[To be signed and dated by all borrowers, endorsers, guarantors, sureties, and other parties signing the Balloon Note and Security Instrument.]

8/9/10
Date

Raymond W Hutton
(Seal) - Borrower RAYMOND W HUTTON

8/9/10
Date

David J Wieclaw
(Seal) - Borrower DAVID J WIECLAW

Date

(Seal) - Borrower

Date

(Seal) - Borrower

ACKNOWLEDGMENT

STATE OF:
COUNTY OF:

On 9th August, 2010,
Day Month Year

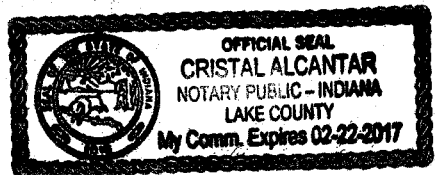
before me, Cristal Alcantar, Notary Public, personally appeared RAYMOND W HUTTON and DAVID J WIECLAW, personally known to me to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

By *Cristal Alcantar*

My Commission Expires: 02/22/2017


(Seal):



CMC Loan No: 1001612934
Revised: 2004

Investor No: 809092409
Approved by: Connie Gatewood

CMC Loan Number: 1001612934

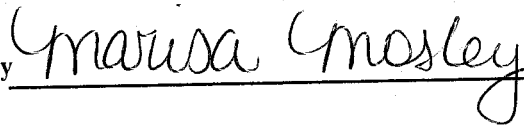
By: 
LOU ANN HOWARD, ASST. SECRETARY

ACKNOWLEDGMENT

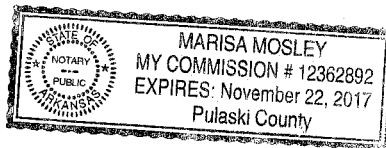
STATE OF ARKANSAS
COUNTY OF PULASKI

On September 1, 2010, before me, the undersigned, a notary public in and for said State, personally appeared LOU ANN HOWARD, personally known to me to be the ASST. SECRETARY of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and duly authorized to execute the foregoing instrument for and in the name of said association and further stated and acknowledged him/herself so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS MY HAND AND OFFICIAL SEAL

By 

My Commission Expires: 11-22-17
(Seal):



CMC Loan No: 1001612934
Revised: 2004

Investor No: 809092409

Approved by: Connie Gatewood

1-4 FAMILY RIDER

(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 27 day of July, 2010 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned RAYMOND W HUTTON AND DAVID J WIECLAW (the "Borrower") to secure Borrower's Note to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. of the same date and covering the Property described in the Security Instrument and located at:

7152 JEFFERSON AVENUE, HAMMOND, IN 46324
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

"BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the

CMC Loan Number: 1001612934

Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

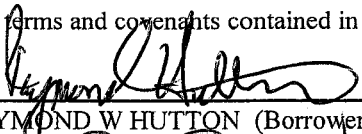
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

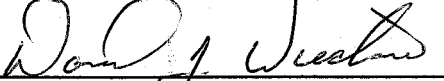
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.


RAYMOND W HUTTON (Borrower)


DAVID J WIECLAW (Borrower)

File # 1005268-968/1001612934

Borrower: Hutton

September 21, 2010

This instrument was prepared by Crystal Zihala. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law, Crystal Zihala.

A handwritten signature in cursive script, appearing to read "Crystal Zihala".

Crystal Zihala

Waco Title Loan Modifications Manager