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NORTHERN INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 072071

2010 DEC -7 AM 10:43

REC. CLERK
T. BURTON

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Original Recorded Date: MARCH 26, 2008
Original Principal Amount: \$ 226,700.00

Loan No. 0034214171

LOAN MODIFICATION AGREEMENT
(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **15TH** day of **SEPTEMBER, 2010**,
between **MATTHEW A MOORE, HUSBAND**

MICHELLE M MOORE, WIFE

("Borrower") and **NORTHERN INDIANA FEDERAL CREDIT UNION**

("Lender"),

amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and
Timely Payment Rewards Rider, if any, dated **MARCH 13, 2008** and recorded in

Instrument No. 2008 021364,
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

1381 CORNING DRIVE, CROWN POINT, INDIANA 46307

(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3162 6/06 (rev. 01/09)

CoreLogic Document Services

(page 1 of 5)

CoreLogic, Inc.

CLDS# FM3162 Rev. 07-27-10

AMOUNT \$ 20-
CASH _____ CHARGE _____
CHECK # 2010104726
OVERAGE 13.00
COPY _____
NON-COM _____
CLERK LP

E

the real property described being set forth as follows:

**LOT 85 IN CENTER CREEK ESTATES UNIT THREE, IN THE CITY OF CROWN POINT,
AS PER PLAT THEREOF RECORDED IN PLAT BOOK 92 PAGE 14, IN THE OFFICE OF
THE RECORDER 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 **OCTOBER 1, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **256,791.13** 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 for the first three years at the yearly rate of **2.875 %** from **OCTOBER 1, 2010**, and Borrower promises to pay monthly payments of principal and interest in the amount of \$ **1,122.32** beginning on the **1ST** day of **NOVEMBER, 2010**. During the fourth year, interest will be charged at the yearly rate of **3.875 %** from **OCTOBER 1, 2013**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **1,248.52** beginning on the **1ST** day of **NOVEMBER, 2013**. During the fifth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **4.875 %**, from **OCTOBER 1, 2014**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **1,377.57** beginning on the **1ST** day of **NOVEMBER, 2014** and shall continue the monthly payments thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **JUNE 01, 2038**, (the "Maturity Date"), Borrower still owes amounts under the Note and 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.

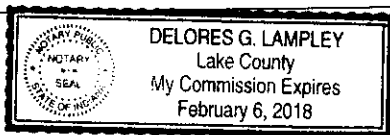
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums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

NORTHERN INDIANA FEDERAL CREDIT UNION

Andrea Kanopka

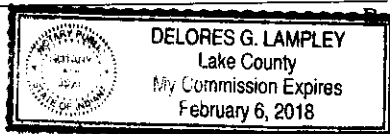
Name: ANDREA KANOPKA
Its:



(Seal)
Lender

Matthew A Moore

MATTHEW A MOORE



(Seal)
Borrower

Michelle M. Moore

MICHELLE M MOORE



(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

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BORROWER ACKNOWLEDGMENT

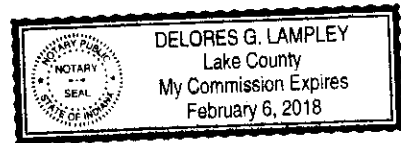
0034214171 -

STATE OF Indiana, Lake COUNTY SS:
On this 23rd day of September, 2010, before me, the undersigned, a Notary Public in and for said County, personally appeared **MATTHEW A MOORE AND MICHELLE M MOORE**

and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal.

DeLores G. Lampley
Notary Public
Residing in Lake County
My commission expires: February 06, 2018



LENDER ACKNOWLEDGMENT

STATE OF MS COUNTY OF BURLINGTON
The foregoing instrument was acknowledged before me this November 19, 2010 by
ANDEEA KANOPKA, the VICE PRESIDENT
of NORTHERN INDIANA FEDERAL CREDIT UNION, on behalf of said entity.

[Signature]
Notary Public

THIS DOCUMENT WAS PREPARED BY: PAT KAIGHN
MORTGAGE SERVICES
ONE MORTGAGE WAY, PO BOX 5449, MOUNT LAUREL, NEW JERSEY 08054

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 PAT KAIGHN
[Printed Name]