

2010 073873

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When recorded mail to: #6279450

First American Title 

Loss Mitigation Title Services 1962.2

P.O. Box 27670

Santa Ana, CA 92799

RE: MASSIG - PROPERTY REPORT

his Line for Recording Data]

Original Recorded Date: APRIL 1, 1999

Fannie Mae Loan No. 0221929454

Original Principal Amount: \$ 85,456.00

Loan No. 1896016272

LOAN MODIFICATION AGREEMENT (Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this **26TH** day of **OCTOBER, 2010**, between **RICHARD R MASSIG AND BECKY R MASSIG**

("Borrower") and **REGIONS BANK D/B/A REGIONS MORTGAGE, SERVICING AGENT AND ATTORNEY IN FACT FOR CITIGROUP GLOBAL MARKETS REALTY CORP** ("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 29, 1999** and recorded in **Instrument No. 99028138**, of the **Official** Records of

LAKE COUNTY, INDIANA

(County and State, or other jurisdiction)

, and (2) 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 **8041 RICHARD ST, HIGHLAND, INDIANA 46322**,

(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

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

Modified by CoreLogic Document Services

(page 1 of 5)

CoreLogic, Inc.

INDIANA

CLDS# INFM3162 Rev. 10-01-10

AMOUNT \$ _____
CASH _____ CHARGE _____
CHECK # 4201233
OVERAGE _____
COPY _____
NON-COM _____
CLERK _____

100

the real property described being set forth as follows:

LOT 37 IN BLOCK 1 IN HIGHLAND GARDENS, IN THE TOWN OF HIGHLAND, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 32 PAGE 76, 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 26, 2010**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **95,830.66** 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 year at the yearly rate of **4.000** % from **NOVEMBER 1, 2010**, and Borrower promises to pay monthly payments of principal and interest in the amount of \$ **457.52** beginning on the **1ST** day of **DECEMBER, 2010**. During the second year, interest will be charged at the yearly rate of **5.000** % from **NOVEMBER 1, 2011**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **512.95** beginning on the **1ST** day of **DECEMBER, 2011**. During the third year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **6.000** %, from **NOVEMBER 1, 2012**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **569.99** beginning on the **1ST** day of **DECEMBER, 2012** 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 **NOVEMBER 01, 2040**, (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.

REGIONS BANK D/B/A REGIONS MORTGAGE, SERVICING AGENT AND
ATTORNEY IN FACT FOR CITIGROUP GLOBAL MARKETS REALTY CORP

Donna Burch 11-5-10 (Seal)
Name: DONNA BURCH - Lender
Its: ASSISTANT VICE PRESIDENT

Richard S Massig 10/29/10 (Seal)
RICHARD R MASSIG - Borrower

Becky R Massig 10/29/10 (Seal)
BECKY R MASSIG - Borrower

(Seal)
- Borrower

(Seal)
- Borrower

1896016272

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of INDIANA

County of LAKE

Before me DEREK ROEDA, (judge or justice, as the case may be) this 29th day of OCTOBER, 2010
RICHARD R MASSIG AND BECKY R MASSIG

Notary Public, State of Indiana
SEAL
Derek Roeda
My Commission Expires July 31, 2014

acknowledged the execution of the annexed deed, (or mortgage, as the case may be.).

[Signature], DEREK ROEDA, NOTARY PUBLIC, STATE OF INDIANA
Name and Title

LENDER ACKNOWLEDGMENT

State of Mississippi

County of Forrest

The foregoing instrument was acknowledged before me this Nov. 5, 2010 by
DONNA BURCH, the **ASSISTANT VICE PRESIDENT**

of Regions Mortgage
Alabama Corporation
on behalf of said entity.

[Signature]
Name and Title

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 _____
[Printed Name]

This Instrument Was Prepared By:
TRACY JEFFERSON
REGIONS BANK D/B/A REGIONS MORTGAGE, SERVICING AGENT AND
ATTORNEY IN FACT FOR CITIGROUP GLOBAL MARKETS REALTY CORP
215 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401
LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
Modified by CoreLogic Document Services
CoreLogic, Inc.
CLDS# INFM3162-5 Rev. 10-14-10

When Recorded Mail To:
REGIONS BANK DBA REGIONS MORTGAGE
215 FORREST STREET
HATTIESBURG, MS 39401

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