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LAKE COUNTY  
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Rockwall, Texas 75087



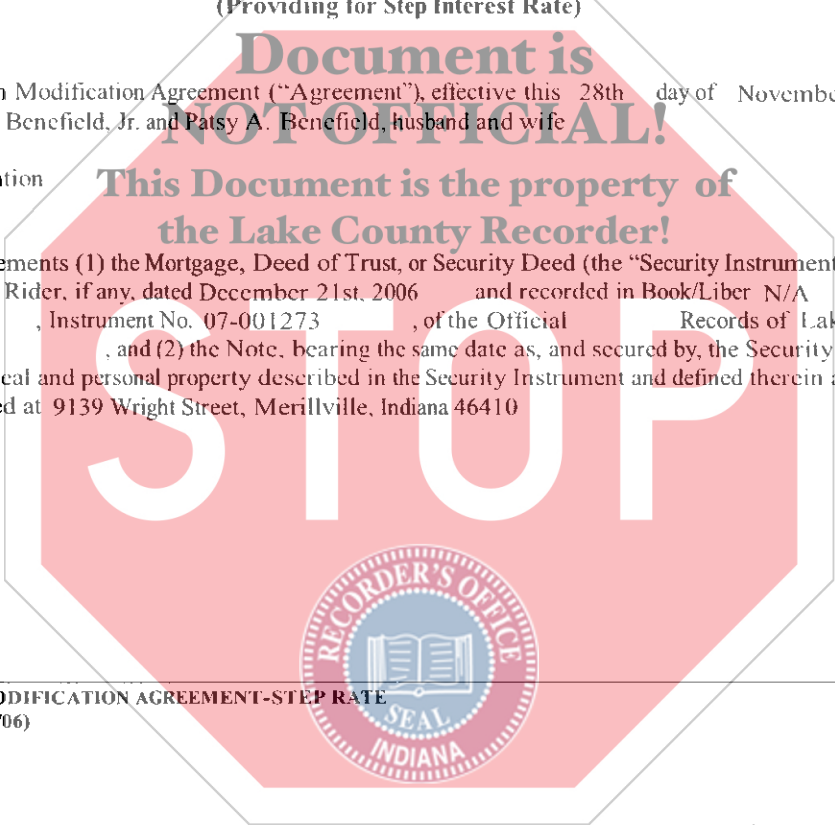
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Loan No.: 1423953973

### LOAN MODIFICATION AGREEMENT

(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), effective this 28th day of November, 2010, between Henry L. Benefield, Jr. and Patsy A. Benefield, husband and wife ("Borrower") and LNV Corporation ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated December 21st, 2006 and recorded in Book/Liber N/A Page N/A, Instrument No. 07-001273, of the Official Records of Lake County, Indiana, 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 9139 Wright Street, Merrillville, Indiana 46410



AMOUNT \$ 22  
 CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
 CHECK # 530155  
 OVERAGE 3  
 COPY \_\_\_\_\_  
 NON - COM \_\_\_\_\_  
 CLERK UA  
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1 Ref

Loan No.: 1423953973

the real property described being set forth as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

**Document is NOT OFFICIAL!**  
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 November 28th, 2010, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$464,835.18, 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 5.950% from November 28th, 2010, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. \$2,927.28, beginning on the 28th day of December, 2010. During the fourth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of 6.990% from November 28th, 2013, and Borrower shall pay monthly payments of principal and interest in the amount of U.S. \$3,206.89, beginning on the 28th day of December, 2013 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 December 28th, 2036, (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, the 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.



Loan No.: 1423953973

6. This Agreement will not be binding or effective unless and until it has been signed by both Borrower and Lender.

12-27-2010 Henry L. Benefield Jr. (Seal)  
Date Henry L. Benefield, Jr. -Borrower

12/27/2010 Patsy A. Benefield (Seal)  
Date Patsy A. Benefield -Borrower

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

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

**BORROWER ACKNOWLEDGMENT**

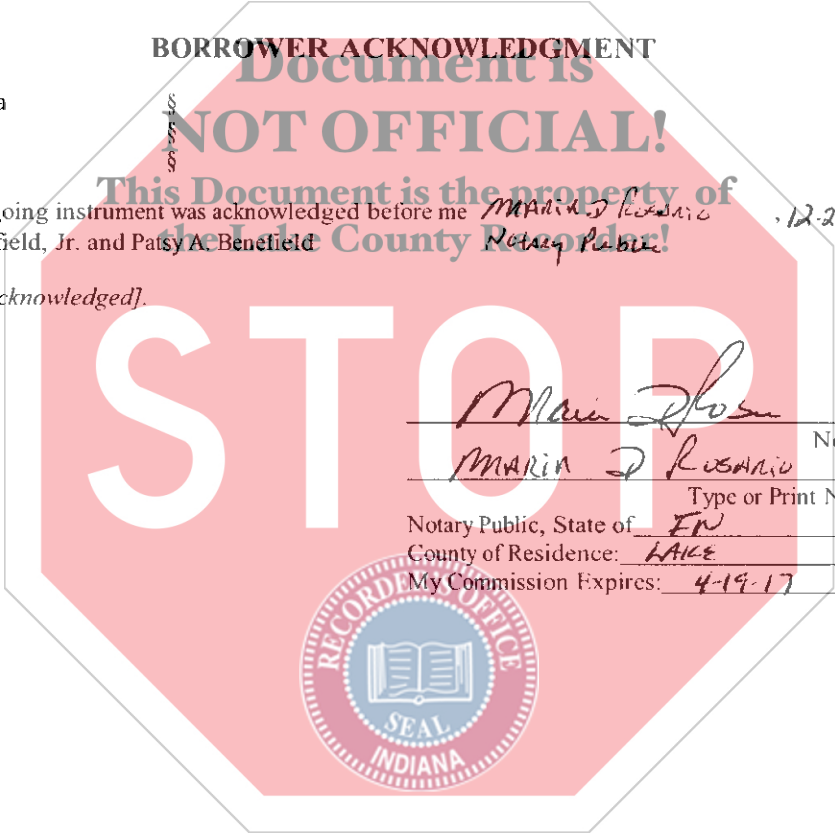
State of Indiana

County of Lake

The foregoing instrument was acknowledged before me MARIA J ROSARIO 12-27-10 [date],  
by Henry L. Benefield, Jr. and Patsy A. Benefield Notary Public

[name of person acknowledged].

(Seal)



Maria J Rosario

Notary Signature

MARIA J ROSARIO

Type or Print Name of Notary

Notary Public, State of IN

County of Residence: LAKE

My Commission Expires: 4-19-17



Loan No.: 1423953973

LNV Corporation \_\_\_\_\_ (Seal)  
-Lender

5/5/11  
-Date

By: Bettina Harold  
Bettina Harold

Its: authorized signer

LENDER ACKNOWLEDGMENT

State of ILLINOIS

County of Lake

**Document is NOT OFFICIAL!**

The foregoing instrument was acknowledged before me this May 5, 2011 [date],  
by Bettina Harold Lake County Recorder Signer  
[name of officer or agent, title of officer or agent] of LNV Corporation

(Seal)



Ada Marcia Stevens on behalf of said entity.  
Notary Signature  
Notary Public, Ada Marcia Stevens  
Type or Print Name of Notary  
Notary Public, State of ILLINOIS  
County of Residence: Lake  
My Commission Expires: 7-2-11

This Instrument Was Prepared By:  
RUTH RUHL, P.C.  
2305 Ridge Road, Suite 106  
Rockwall, TX 75087

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. Ruth Ruhl

**Exhibit A**

**LEGAL DESCRIPTION**

Lots 3 and 4, in Bridgewood Unit One, an Addition to the Town of Merrillville, as per plat thereof, recorded in Plat Book 81, Page 70, and revised in Plat of Revision recorded August 4, 1997 as Document No. 97050626 and in Plat Book 83, Page 17, and revised in Plat of Revision recorded January 14, 1998 as Document No. 98003308, in Plat Book 84, Page 3, and further revised in Plat of Revision recorded October 5, 1998 as Document No. 98078513, in Plat Book 85, Page 43, in the Office of the Recorder of Lake County, Indiana.

Assessor's Parcel No: 45-12-30-379-001.000-030

