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MIUTA RECORDER

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Prepared	By:	Stephanie Pate
Return T	o: Br	ranch Banking and Trust Co.
301 Coll	ege S	St
Greenvil	le SC	2. 29601

BB&T Mortgage Loan No- 6992048571

Mers No. 1000312 0960932730 7

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Document is

This Loan Modification Agreement ("Agreement"), is effective July 1, 2011, between Scott R Adams (Borrower) and Kelly A Adams (Borrower) and Mortgage Electronic Registration Systems Inc (MERS) ("Lender"), and amends and supplements (1) the Note made by the Borrower, dated 11/12/2008 in the original principal sum of U.S. \$262,922.00 and (2) the Mortgage, Deed of Trust, or Deed to Secure Debt ("the Security Instrument") securing the Note recorded on 12/03/2008 in 2008 081476 in the Office of the Registry of Lake County. For the purpose of this Agreement, the term "Property" shall be the real property and personal property, if any, together with any improvements located thereon, as more particularly described in the Security Instrument and having an address of:

6108 76th Ave Schererville IN 46375

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. Borrower hereby acknowledges that prior to this modification the outstanding unpaid principal balance due under the Note and Security Instrument is \$255,765.05.
- 2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, cost and expenses, in the total amount of \$7,329.67 has been added to the indebtedness under the terms of the Note and Security Instrument, as of July 1, 2011 resulting in a total indebtedness due of U.S. \$263,094.72 (the new "Unpaid Principal Balance").
- 3. The borrower promises to pay the new Unpaid Principal Balance to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the annual rate of 4.875%, from July 1, 2011. The borrower promises to make monthly payments of principal and interest of U.S. \$1,392.32, beginning on August 1, 2011 and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on July 1, 2041 (the "Maturity Date"), the borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the borrower will pay these amounts in full on the Maturity Date.

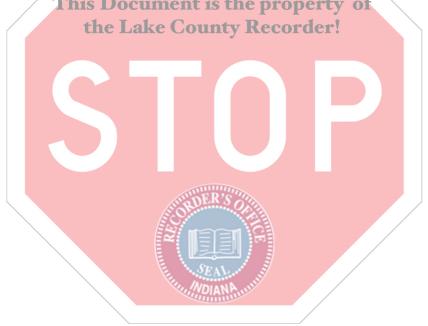
The Borrower will make such payments to and at <u>Branch Banking and Trust Company, Mortgage Payment Center, P.O. Box 580302, Charlotte, NC 28258-0302</u> or such other place as the Lender may require.

4. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written

20.00 # 44.2075 BB&T Mortgage Loan No: 6992048571

consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. If the Lender exercises this option, the Lender shall give the 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 the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

- 5. The 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 the 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: and
- b) All terms and provisions of any adjustable rate rider 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.
- 6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.



(Individual Acknowledgement)

Witness our hands and seals to this Agreement this And day of July , 20 11.
Witness Signature Scott R Adams
Witness Signature
Lance Gehlpauson BY: Ker Coler
Witness Printed Name Kelly A Adams
SOUX ON
Witness Signature
sean Maicher Document is
Witness Printed Name
This Document is the property of
STATE OF Indiana the Lake County Recorder!
COUNTY OF Lake
I, Patricia Chavez, a Notary Public of said county do hereby certify that
Scott Adams and Kelly Adams , Borrower(s) personally appeared before me this day and
acknowledged the execution of the foregoing AGREEMENT.
$\gamma_{-1} = \tau_{-1}$
The execution thereof SWORN to before me this and day of July , 2011.
NOTARY PUBLIC FOR Lake County Indiana
My Commission Expires: 3/33/18
Notary Public
OFFICIAL SEAL
PATRICIA CHAVEZ
NOTARY PUBLIC - INDIANA LAKE COUNTY
My Comm System of Applied

Lender/Note Holder, personally appeared before me this day and acknowledged that she is Assistant Vice President of Mortgage Electronic Registration Systems, Inc., and acknowledge on behalf of the corporation the due execution

,2011.

Notary Public of South Carolina

SWORN TO BEFORE ME THIS

of the foregoing instrument

Exhibit "A" Legal Description

LOT 45 IN FOX RUN ESTATES UNIT 1, AN ADDITION TO THE TOWN OF SCHERERVILLE, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 77, PAGE 31, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

PROPERTY ID NO: 45-11-13-354-009-000-036

