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2011 042596

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 AUG -9 AM 10: 30

MICHELLE S. JUMAN
RECORDER

_____[Space Above This Line For Recording Data]_____

Original Recorded Date: AUGUST 24, 2004
Original Principal Amount: \$ 120,000.00

Loan No. 0028116622
MERS MIN 100020000281166227

Document is NOT OFFICIAL
LOAN MODIFICATION AGREEMENT
(Providing for Step Interest Rate)

This Document is the property of the Lake County Recorder!

This Loan Modification Agreement ("Agreement"), made this 29TH day of JUNE, 2011, between RUBEN C ORTIZ CELESTE M ORTIZ, HUSBAND AND WIFE

("Borrower") and PHH MORTGAGE CORP FKA CENDANT MORTGAGE CORP

AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") ("Lender"), ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated AUGUST 18, 2004 and recorded in Instrument No. 2004 072094(**see page 2) 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 1148 NORTH ELMER, GRIFFITH, INDIANA 46319 (Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument Form 3162 6/06 (rev. 01/09)
CoreLogic Document Services (page 1 of 6)
CoreLogic, Inc.
CLDS# FM3162 Rev. 06-21-11

AMOUNT \$ 24.00
CASH _____ CHARGE _____
CHECK # 2011381262
OVERAGE 3.00
COPY _____
NON - COM _____
CLERK UP

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the real property described being set forth as follows:

LOT 34, ELMWOOD MANOR 1ST ADDITION, TO THE TOWN OF GRIFFITH, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 33, PAGE 5, IN THE OFFICE OF THE RECORDER IN LAKE COUNTY, INDIANA.

****ASSIGNMENT FROM PHH MORTGAGE CORP FKA CENDANT MORTGAGE CORP TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS "MERS" RECORDED ON 05/19/05 INST# 2005 040887. LOAN MODIFICATION AGREEMENT RECORDED ON 03/18/10 INST# 2010 015571 IN THE AMOUNT OF \$123,382.71.**

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 **AUGUST 1, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **124,513.52** 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 two years at the yearly rate of **4.000 %** from **AUGUST 1, 2011**, and Borrower promises to pay monthly payments of principal and interest in the amount of \$ **689.22** beginning on the **1ST** day of **SEPTEMBER, 2011**. During the third year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **4.625 %**, from **AUGUST 1, 2013**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **729.00** beginning on the **1ST** day of **SEPTEMBER, 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 **SEPTEMBER 01, 2034**, (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.
 - (f) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as nominee for Lender and Lender's successors and assigns. MERS is the Mortgagee of record under the Security Instrument and this Agreement. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, or 1901 E Voorhees Street, Suite C, Danville, IL 61834, tel. (888) 679-MERS.

PHH MORTGAGE CORP FKA CENDANT MORTGAGE CORP

[Signature]
Name: **ANDREA KANOPKA** (Seal)
Its: **ASSISTANT VICE PRESIDENT** - Lender

[Signature] 7/9/11 (Seal)
RUBEN C ORTIZ - Borrower

[Signature] 07/09/11 (Seal)
CELESTE M ORTIZ - Borrower



(Seal)
- Borrower

(Seal)
- Borrower

0028116622

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BORROWER ACKNOWLEDGMENT

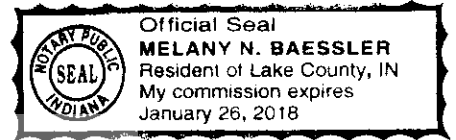
State of INDIANA

County of Lake

Before me Melany N Baessler, (judge or justice, as the case may be) this 9 day of July, 2011,
RUBEN C ORTIZ AND CELESTE M ORTIZ

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

Melany N Baessler, Notary Public
Name and Title



LENDER ACKNOWLEDGMENT

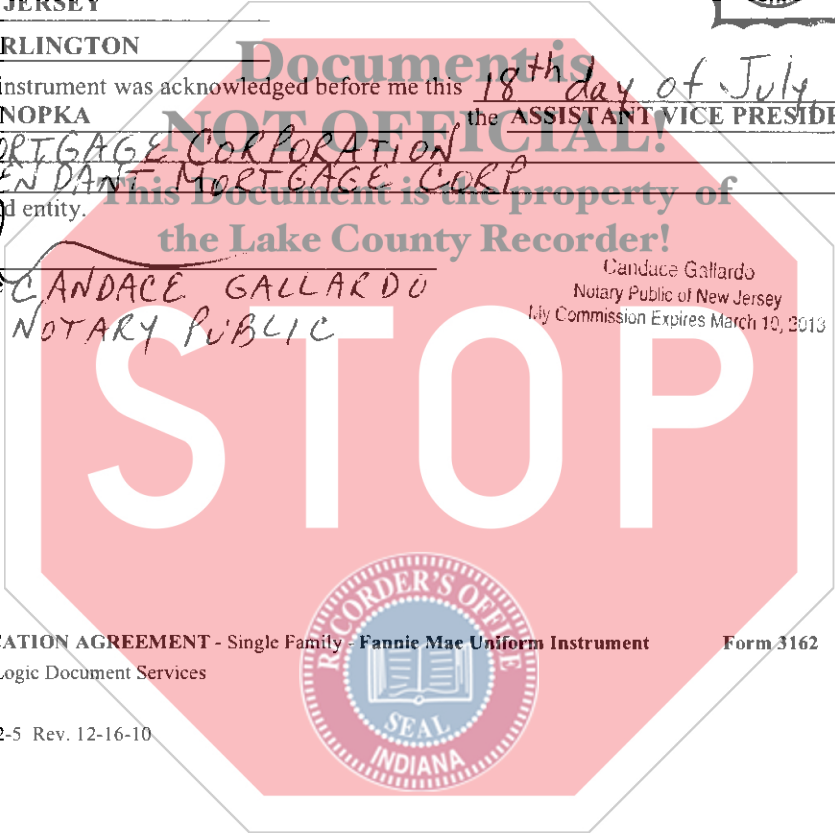
State of NEW JERSEY

County of BURLINGTON

The foregoing instrument was acknowledged before me this 18th day of July 2011 by
ANDREA KANOPKA the **ASSISTANT VICE PRESIDENT**
of FIH MORTGAGE CORPORATION
EKA CEDANT MORTGAGE CORP
on behalf of said entity.

CANDACE GALLARDO
Name and Title **NOTARY PUBLIC**

Candace Gallardo
Notary Public of New Jersey
My Commission Expires March 10, 2013



0028116622

Mortgage Electronic Registration Systems, Inc. ANDREA KANOPKA -Mortgagee
ASST. VICE PRESIDENT

State of NEW JERSEY

County of BURLINGTON

The foregoing instrument was acknowledged before me this 18th day of July 2011 by
ANDREA KANOPKA, the ASSISTANT VICE PRESIDENT
of MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.
on behalf of said entity.

Candace Gallardo
Notary Public of New Jersey
My Commission Expires March 10, 2013
Name and Title CANDACE GALLARDO
NOTARY PUBLIC

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. Tamika Wells
[Printed Name]

This Instrument Was Prepared By:
TAMIKA WELLS
MORTGAGE SERVICES
ONE MORTGAGE WAY, PO BOX 5449
MOUNT LAUREL, NEW JERSEY 08054

When Recorded Mail To:
MORTGAGE SERVICES
PO BOX 5449
MOUNT LAUREL, NEW JERSEY 08054

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
Modified by CoreLogic Document Services
CoreLogic, Inc.
CLDS# INFM3162-6 Rev. 12-01-10

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

