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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 044316

2011 AUG 18 AM 8:57

MICHAEL J. LITMAN
RECORDER

After Recording Return To:
RUTH RUHL, P.C.

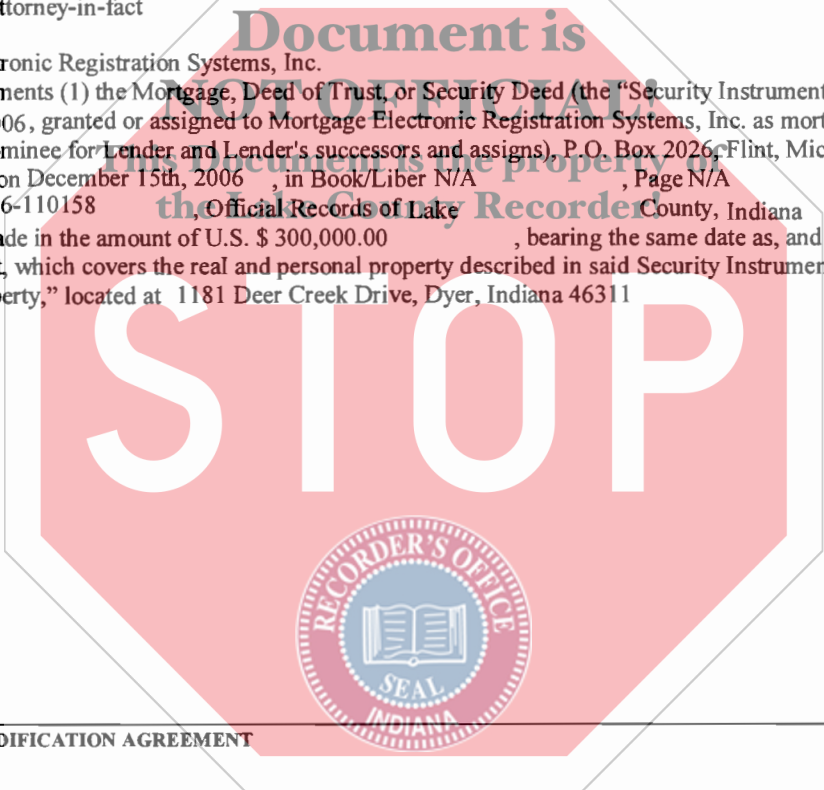
→ Attn: Recording Department
2305 Ridge Road, Suite 106
Rockwall, Texas 75087

MERS Phone: 1-888-679-6377
MERS No.: 1000664-0000135572-7

Loan No.: 1000226769

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective June 1st, 2011, between Randall Saulesbury and Arlene Saulesbury, husband and wife ("Borrower") and Compass Bank as successor to FDIC as Receiver for Guaranty Bank, by: RoundPoint Mortgage Servicing Corporation as its attorney-in-fact ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated November 20th, 2006, granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P.O. Box 2026, Flint, Michigan 48501-2026 and recorded on December 15th, 2006, in Book/Liber N/A, Page N/A, Instrument No. 2006-110158, Official Records of Lake County, Indiana, and (2) the Note made in the amount of U.S. \$ 300,000.00, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in said Security Instrument and defined therein as the "Property," located at 1181 Deer Creek Drive, Dyer, Indiana 46311



11/06
E

AMOUNT \$ 20⁰⁰
 CASH _____ CHARGE _____
 CHECK # 49828
 OVERAGE 3⁰⁰
 COPY _____
 NON-COM _____
 CLERK Rrr

That real property is described as follows:

LOT 11 IN HEARTHSTONE SUBDIVISION - PHASE 1, AN ADDITION TO THE TOWN OF DYER, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 96 PAGE 34, IN THE OFFICE OF THE COUNTY RECORDER OF LAKE COUNTY, INDIANA.

A.P.N.: 14-335-6

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower is, is not, the occupant of the Property.
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, costs and expenses, in the total amount of \$ 22,549.74 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of June 1st, 2011 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 311,107.87 .
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.625 % beginning June 1st, 2011 . The Borrower promises to make monthly payments of principal and interest of U.S.\$ 1,825.65 , beginning on the 1st day of July, 2011 , and continuing thereafter on the same day of each succeeding month. If on August 1st, 2034 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.
The Borrower will make such payments at RoundPoint Mortgage Servicing Corporation, P.O. Box 19389, Charlotte, North Carolina 28219-9389 or at such place as the Lender may require.
4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and 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.
5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

6. Borrower agrees that if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced, the Lender hereby indemnifies Borrower against any loss associated with a demand on the original note. All documents the Lender requests of Borrower under this paragraph 6 shall be referred to as "Documents." Borrower agrees to deliver the Documents within ten (10) days after Borrower receives Lender's written request for such replacement.

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

5/27/11
Date

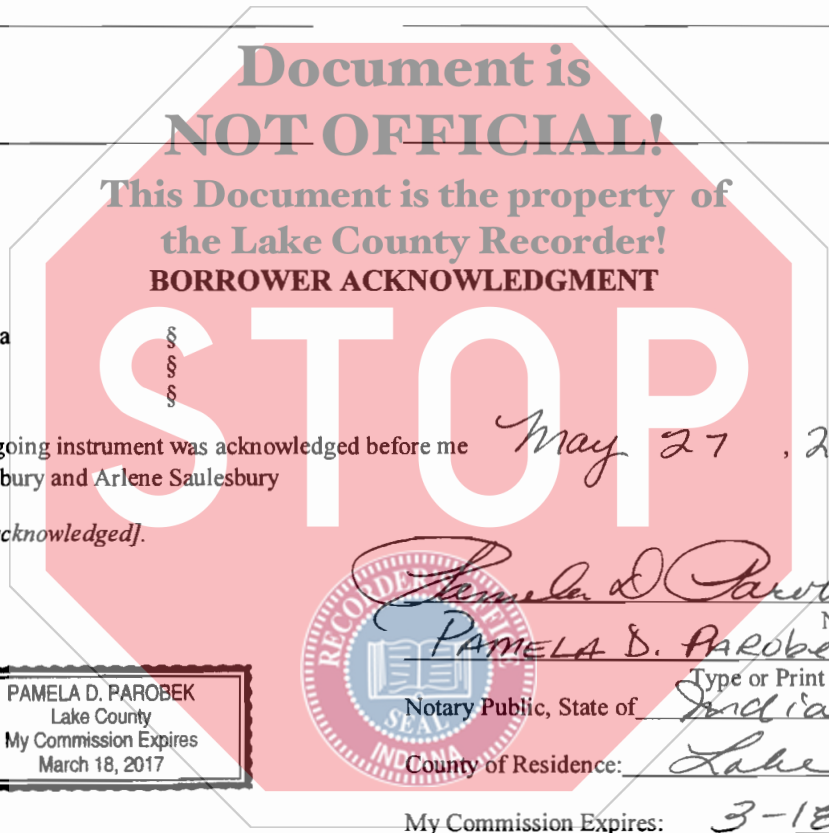
Randall Saulesbury (Seal)
Randall Saulesbury -Borrower

5-27-11
Date

Arlene Saulesbury (Seal)
Arlene Saulesbury -Borrower

Date (Seal)
-Borrower

Date (Seal)
-Borrower

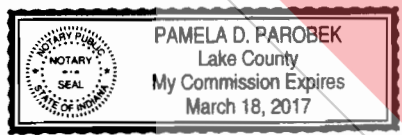


State of Indiana
County of Lake

The foregoing instrument was acknowledged before me May 27, 2011 [date],
by Randall Saulesbury and Arlene Saulesbury
[name of person acknowledged].

(Seal)

Pamela D. Parobek
Notary Signature
PAMELA D. PAROBEK
Type or Print Name of Notary
Notary Public, State of Indiana
County of Residence: Lake
My Commission Expires: 3-18-17



6-10-11 **LENDER**
-Date

Compass Bank as successor to FDIC as
Receiver for Guaranty Bank, by: RoundPoint -Lender
Mortgage Servicing Corporation as its
attorney-in-fact

By: [Signature]

Printed/Typed Name: Travis Rulle

Its: Portfolio Manager

Document is NOT OFFICIAL!
LENDER ACKNOWLEDGMENT

State of North Carolina

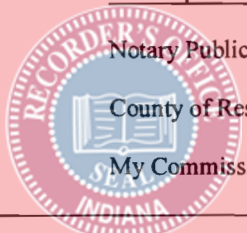
County of Mecklenburg

**This Document is the property of
the Lake County Recorder!**

The foregoing instrument was acknowledged before me this June 10, 11 [date],
by, Travis Rulle, Portfolio Manager
[name of officer or agent, title of officer or agent] of Compass Bank as successor to FDIC as Receiver for Guaranty
Bank, by: RoundPoint Mortgage Servicing Corporation as its attorney-in-fact
, on behalf of said entity.

(Seal)
Tanita Graham
Notary Public
Mecklenburg County, NC
My Commission Expires Jan. 18, 2015

[Signature]
Tanita Graham
Notary Signature
Type or Print Name of Notary



Notary Public, State of NC
County of Residence: Mecklenburg
My Commission Expires: 1-18-2015

6-10-11
-Date

MORTGAGEE

Mortgage Electronic Registration Systems, Inc.
-Mortgagee

By: Brad Johnson

Printed/Typed Name: BRAD JOHNSON

Its: Assistant Secretary

MORTGAGEE ACKNOWLEDGMENT

State of North Carolina
County of Mecklenburg

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

The foregoing instrument was acknowledged before me this June 10 2011 [date], by Brad Johnson, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., Mortgagee, on behalf of said entity.

(Seal)
Tanita Graham
Notary Public
Mecklenburg County, NC
My Commission Expires Jan. 18, 2016

Tanita Graham
Notary Signature
Tanita Graham
Type or Print Name of Notary
Notary Public, State of NC
County of Residence: Mecklenburg
My Commission Expires: 1-18-2016

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

