

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2011 AUG 19 AM 11:57

Investor Loan# 458358576 **2011 045015**  
MIN# 100085804915704275

MERS Phone Number: 1-888-679-637

~~After Recording Return To~~ WHEN RECORDED RETURN TO:

Sovereign Bank OLD REPUBLIC TITLE  
ATTN: POST CLOSING

530 SOUTH MAIN STREET  
SUITE 1031

Mail Code 10-6438-MD4 AKRON, OH 44311

601 Penn St., Reading,  
PA 19601

MICHELLE R. FAJMAN  
RECORDER

This document was prepared by Michele Heck May 20, 2011

Parcel ID: 451209127005000000

01-11158831-01R [Space Above This Line For Recording Data]

## HOME AFFORDABLE MODIFICATION AGREEMENT (Step Two of Two-Step Documentation Process)

Borrower ("I"): SARAH ANN KUS The First Mortgage Corporation

Lender ("Lender"): SOVEREIGN BANK If applicable Successor To:

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 06/29/2007

Loan Number: 0826890107

Property Address 1109 WEST 62ND AVENUE MERRILLVILLE IN 46410 ("Property"):

Original Date Recorded 07/19/2007 County: LAKE

Book/Instrument/Volume/Liber: 2007058872 Page:

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

I understand that after I sign and return two copies of this Agreement to the Lender, the Lender will send me a signed copy of this Agreement. This Agreement will not take effect unless the preconditions set forth in Section 2 have been satisfied.

1. My Representations. I certify, represent to Lender and agree:

- A. I am experiencing a financial hardship, and as a result, (i) I am in default under the Loan Documents, and (ii) I do not have sufficient income or access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents
- D. I have provided documentation for all income that I receive (and I understand that I am not required to disclose child support or alimony unless I chose to rely on such income when requesting to qualify for the Home Affordable Modification program ("Program"));
- E. Under penalty of perjury, all documents and information I have provided to Lender in connection with this Agreement, including the documents and information regarding my eligibility for the Program, are true and correct;
- F. If Lender requires me to obtain credit counseling in connection with the Program, I will do so;

and \_\_\_\_\_  
If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I." All purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3157 3/09 (rev 3/09) (page 1 of 3 pages)

CL# 123477262  
CL# 123478645

pet

AMOUNTS of this 25  
 CASH \_\_\_\_\_  
 CHARGE \_\_\_\_\_  
 OVERAGE \_\_\_\_\_  
 COPY \_\_\_\_\_  
 NON-COM   
 CLERK RO

E

- G. I have made or will make all payments required under a Trial Period Plan or Loan Workout Plan.
- H. I Represent that I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents. Based on this representation, Lender agrees that I will not have personal liability on the debt pursuant to the Agreement.
2. Acknowledgements and Preconditions to Modification. I understand and acknowledge that:
- A. TIME IS OF THE ESSENCE under this Agreement;
- B. If prior to the Modification Effective Date as set forth in Section 3 the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Agreement will terminate. In this event, the Lender will have all of the rights and remedies provided by the Loan Documents; and
- C. I understand that the Loan Documents will not be modified unless and until (i) I receive from the Lender a copy of this Agreement signed by the Lender, and (ii) the Modification Effective Date (as defined in Section 3) has occurred. I further understand and agree that the Lender will not be obligated or bound to make any modification of the Loan Documents if I fail to meet any one of the requirements under this Agreement.
3. The Modification. If my representations in Section 1 continue to be true in all material respects and all preconditions to the modification set forth in Section 2 have been met, the Loan Documents will automatically become modified or 05/01/2011 the "Modification Effective Date") and all unpaid late charges that remain unpaid will be waived. The Loan Documents will be modified and the first modified payment will be due on 06/01/2011
- A. The New Maturity Date will be: 06/01/2047
- B. The modified Principal balance of my Note will include all amounts and arrearages that will be past due (excluding unpaid late charges) less any amounts paid to the Lender ( \$10,400.24 ) but not previously credited to my Loan. The new Principal balance of my Note will be: \$86,072.11
- C. Interest at a rate of 2.000 % will begin accrue on the New Principal Balance as of 05/01/2011 and the first new monthly on the new principal balance will be due on 06/01/2011. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal + Interest Pmt Amt	Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number Of Monthly Payments
1-5	2.000	05/01/2011	\$279.22	\$238.50 Adjusts Annually after yr 1	\$517.72 Adjusts Annually after yr 1	06/01/2011	60
6	3.000	05/01/2016	\$319.78	Adjusts Annually	Adjusts Annually	06/01/2016	12
7	4.000	05/01/2017	\$362.22	Adjusts Annually	Adjusts Annually	06/01/2017	12
8	4.625	05/01/2018	\$389.42	Adjusts Annually	Adjusts Annually	06/01/2018	12
9-[40]	4.625	05/01/2019	\$389.42	Adjusts Annually	Adjusts Annually	06/01/2019	337

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.

- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

4. **Additional Agreements. I agree to the following:**

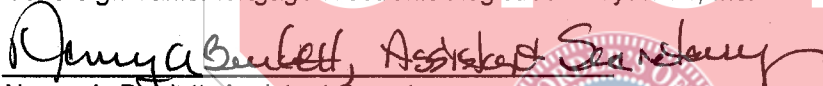
- A. That all persons who signed the Loan Documents or their authorized representative(s) have signed this Agreement, unless a borrower or co-borrower is deceased or the Lender has waived this requirement in writing.
- B. That this Agreement shall supersede the terms of any modification, forbearance, Trial Period Plan or Workout Plan that I previously entered into with Lender.
- C. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of Loan Documents including my agreement to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments, the amount of which may change periodically over the term of my Loan.
- D. That this Agreement constitutes notice that the Lender's waiver as to payment of Escrow Items, if any, has been revoked, and I have been advised of the amount needed to fully fund my Escrow Account.
- E. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- F. That all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect; nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and that except as otherwise specifically provided in, and as expressly modified by, this Agreement, the Lender and I will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- G. That, as of the Modification Effective Date, notwithstanding any other provision of the Loan Documents, I agree as follows: If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. However, Lender shall not exercise this option if federal law prohibits the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give me 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 I must pay all sums secured by the Mortgage. If I fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Mortgage without further notice or demand on me.
- H. That, as of the Modification Effective Date, a buyer or transferee of the Property will not be permitted, under any circumstance, to assume the Loan. This Agreement may not, under any circumstances, be assigned to, or assumed by, a buyer of the Property.
- I. That, as of the Modification Effective Date, if any provision in the Note or in any addendum or amendment to the Note allowed for the assessment of a penalty for full or partial prepayment of the Note, such provision is null and void.
- J. That, I will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the modified mortgage loan is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and not withstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Modification Effective Date and the Agreement will be null and void.



- K That I will execute such other documents as may be reasonably necessary to either (i) consummate the terms and conditions of this Agreement; or (ii) correct the terms and conditions of this Plan if an error is detected after execution of this Agreement. I understand that a corrected Agreement will be provided to me and this Agreement will be void and of no legal effect upon notice of such error. If I elect not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect, such terms will not be modified by this Agreement, and I will not be eligible for a modification under the Home Affordable Modification program.
- L Mortgage Electronic Registration Systems, Inc. ("MERS") is a separate corporation organized and existing under the laws of Delaware and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, (888) 679-MERS. In cases where the loan has been registered with MERS who has only legal title to the interests granted by the borrower in the mortgage and who is acting solely as nominee for Lender and Lender's successors and assigns, MERS has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling the mortgage loan.
- M That Lender will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. In addition, I understand and consent to the disclosure of my personal information and the terms of the Trial Period Plan and this Modification Agreement by Lender to (a) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (b) companies that perform support services for the Sovereign Home Loan Modification Program; and (c) any HUD certified
- N I agree 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, I 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 me against any loss associated with a demand on the original note. All documents the Lender requests of me under this Section 4.N. shall be referred to as "Documents." I agree to deliver the Documents within ten (10) days after I receive the Lender's written request for such

In Witness Whereof, the Lender and I have executed this Agreement.

Sovereign Bank/Mortgage Electronic Registration Systems, Inc.

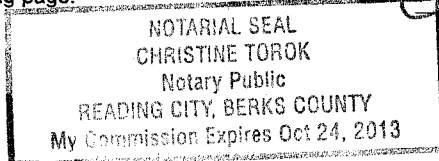
  
 Nancy A. Burdett, Assistant Secretary

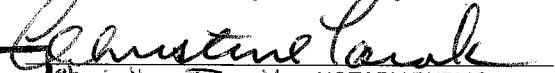
COMMONWEALTH OF PENNSYLVANIA, BERKS COUNTY SS

On this, the 3 day of June, 2011, before me, a Notary Public, personally appeared Nancy A. Burdett, Assistant Secretary, who acknowledged herself to be an Assistant Secretary of Sovereign Bank, a corporation, and an authorized Certifying Officer for Mortgage Electronic Registration Systems, Inc., that she as such Assistant Secretary and Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as Assistant Secretary and Certifying Officer for Mortgage Electronic Registrations Systems, Inc..

Borrower(s) signature following page:

0826890107



  
 Christine Torok NOTARY PUBLIC

Sarah Ann Kus  
Borrower: SARAH ANN KUS

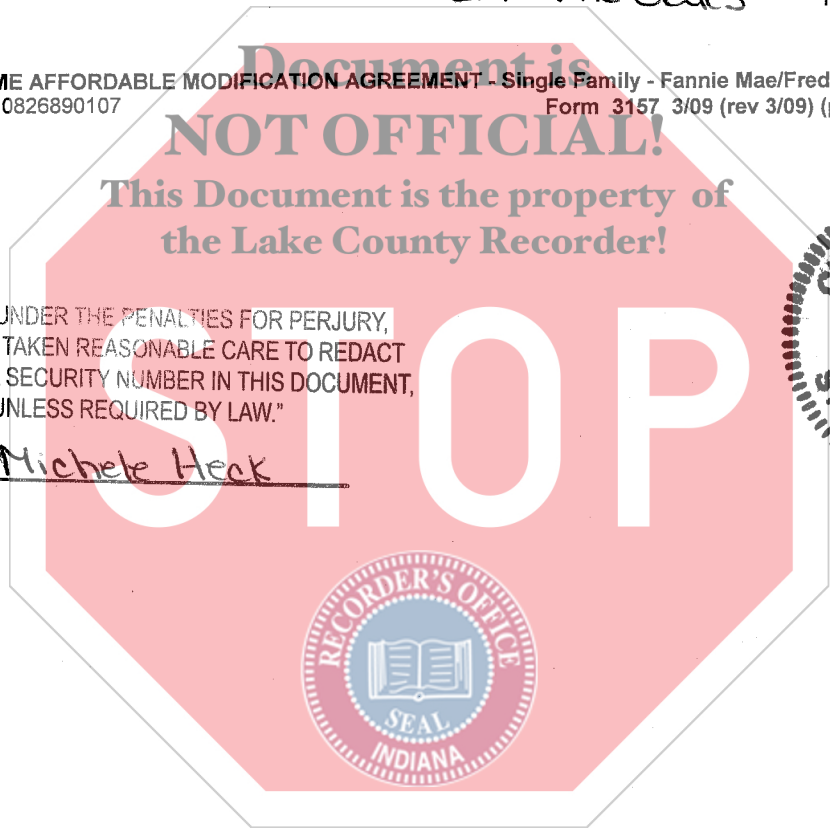
\_\_\_\_\_  
Borrower:

On this, the 27<sup>th</sup> day of MAY, 2011, before me, a Notary Public, personally appeared SARAH ANN KUS and \_\_\_\_\_ Borrower(s), known to me (or satisfactorily proven), to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes here in contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Christine Gates  
Christine Gates NOTARY PUBLIC

MULTISTATE HOME AFFORDABLE MODIFICATION AGREEMENT - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 0826890107 Form 3157 3/09 (rev 3/09) (page 5 of 5 pages)



"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."

NAME: Michele Heck



**ADDENDUM TO LOAN MODIFICATION AGREEMENT**

I, Christopher Kus, agree and acknowledge that I signed a Deed of Trust/Mortgage dated June 29, 2007 with Sovereign Bank. By signing this Addendum, I am acknowledging that, Sarah Kus, executed a Loan Modification Agreement which modifies the Deed of Trust/Mortgage dated June 29, 2007 and which secures the entire financial obligation.

*[Signature]*  
Christopher Kus

LAKE County SS:

On this, the 27<sup>th</sup> (day) of MAY (month), 2011, before me, a Notary Public, personally appeared Christopher Kus, known to me (or satisfactorily proven), to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes here in contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

*[Signature]*  
Notary Public  
Christine Gates

Sovereign Bank hereby acknowledges that Christopher Kus has no financial obligation with respect to the Note executed by Sarah Kus on June 29, 2007, but acknowledges that he/she signed the Deed of Trust/Mortgage dated June 29, 2007.

*[Signature]*  
By: Nancy A Burdette  
Title: Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA, BERKS COUNTY SS:

On this, the 3 day of June, 2011, before me, a Notary Public, personally appeared Nancy A Burdette AVP, who acknowledged himself/herself to be a AVP of Sovereign Bank, a corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself/herself as such officer.

*[Signature]*  
Christine Torok NOTARY PUBLIC

NOTARIAL SEAL  
CHRISTINE TOROK  
Notary Public  
READING CITY, BERKS COUNTY  
My Commission Expires Oct 24, 2013

Sovereign Bank Loan #: 0000000000

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

COUNTY of LAKE :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 182 IN ENGLEHART'S COUNTRY CLUB MANOR AS PER PLAT THEREOF  
RECORDED IN PLAT BOOK 24 PAGE 75 IN THE OFFICE OF THE RECORDER  
OF LAKE COUNTY INDIANA.  
A.P.N. : 08-15-0162-0016

which currently has the address of 1109 W 62nd Avenue  
[Street]  
Merrillville , Indiana 46410 ("Property Address"):  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return