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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 045404

2011 AUG 23 AM 8:42

MICHELLE P. FAJMAN
RECORDER

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Original Recorded Date: SEPTEMBER 17, 2003
Original Principal Amount: \$ 124,000.00

Fannie Mae Loan No.: 4003600924
Loan No.: 0025788068

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **5TH** day of **JULY, 2011**,
between **JOSE GUERRERO, UNMARRIED MAN**
ELVIRA HARO, UNMARRIED WOMAN

("Borrower") and **COLDWELL BANKER MORTGAGE**

("Lender"),

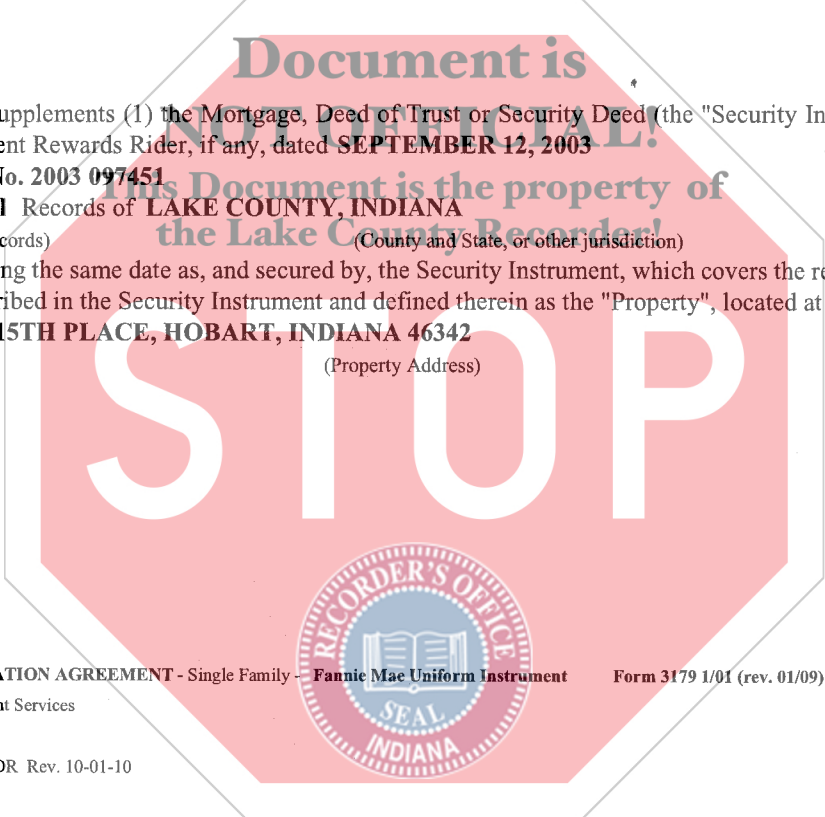
amends and supplements (1) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), and
Timely Payment Rewards Rider, if any, dated **SEPTEMBER 12, 2003** and recorded in

Instrument No. 2003 097451 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
4500 WEST 15TH PLACE, HOBART, INDIANA 46342

(Property Address)



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument

Form 3179 1/01 (rev. 01/09)

(Page 1)

CoreLogic Document Services

CoreLogic, Inc.

CLDS# INFM3179DR Rev. 10-01-10

AMOUNT \$ 20⁰⁰
CASH _____ CHARGE _____
CHECK # 2011415927
OVERAGE 3⁰⁰
COPY _____
NON-COM _____
CLERK 133

Ref 1

E

the real property described being set forth as follows:

EXHIBIT A: LOT 139 IN GLEN WOOD ADDITION TO HOBART UNIT NO. 4, AS PER PLAT THEREOF, RECORDED SEPTEMBER 21, 1971 IN PLAT BOOK 41 PAGE 72, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

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 "New Principal Balance") is U.S. \$ **134,430.07**, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized.
2. \$ **3,905.07** of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$ **130,525.00**. Interest will be charged on the Interest Bearing Principal Balance at the yearly rate of **5.000** %, from **AUGUST 1, 2011**. Borrower promises to make monthly payments of principal and interest of U.S. \$ **629.39**, beginning on the **1ST** day of **SEPTEMBER, 2011**, and continuing thereafter on the same day of each succeeding month until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The yearly rate of **5.000** % will remain in effect until the Interest Bearing Principal Balance and all accrued interest thereon have been paid in full. The new Maturity Date will be **AUGUST 1, 2051**.
3. Borrower agrees to pay in full the Deferred Principal Balance and any other amounts still owed under the Note and Security Instrument by the earliest of: (i) the date Borrower sells or transfers an interest in the Property, (ii) the date Borrower pays the entire Interest Bearing Principal Balance, or (iii) the new Maturity Date.
4. If Borrower makes a partial prepayment of Principal, Lender may apply that partial prepayment first to any Deferred Principal Balance before applying such partial prepayment to other amounts due.

5. 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.

6. 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.

7. 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.
8. This Agreement modifies an obligation secured by an existing security instrument recorded in LAKE County, INDIANA, upon which all recordation taxes have been paid. As of the date of this Agreement, the unpaid principal balance of the original obligation secured by the existing security instrument is \$ 115,173.75. The principal balance secured by the existing security instrument as a result of this Agreement is \$ 130,525.00, which amount represents the excess of the unpaid principal balance of this original obligation.

COLDWELL BANKER MORTGAGE

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STOP

RECORDER'S OFFICE
SEAL
INDIANA

Name: ANDREA KANOPKA (Seal)
Its: ASSISTANT VICE PRESIDENT - Lender

Jose Guerrero

JOSE GUERRERO (Seal)
- Borrower

Elvira Haro

ELVIRA HARO (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

0025788068

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BORROWER ACKNOWLEDGMENT

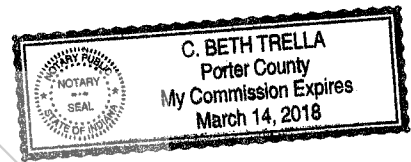
State of INDIANA

County of Porter

Before me C Beth Trella, (judge or justice, as the case may be) this 14 day of July 2011
JOSE GUERRERO AND ELVIRA HARO

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

C Beth Trella Notary
Name and Title



LENDER ACKNOWLEDGMENT

State of NEW JERSEY

County of BURLINGTON

The foregoing instrument was acknowledged before me this 8/10/2011 by
ANDREA KANOPKA, the ASSISTANT VICE PRESIDENT
of Caldwell Banker Mortgage,
on behalf of said entity.

Florence L Gedling
Name and Title
Notary Public

FLORENCE L. GEDLING
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2012

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. FLORENCE L. GEDLING
[Printed Name]

This Instrument Was Prepared By:
JUDY GOMOLSON
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

