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2011 045422

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2011 AUG 23 AM 8:51

MICHELLE R. FUJMAN
RECORDER

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Original Recorded Date: NOVEMBER 4, 2004 Fannie Mae Loan No. 0333345347
Original Principal Amount: \$ 195,300.00 Loan No. 0029076833
MERS MIN 100020000290768336

LOAN MODIFICATION AGREEMENT
(Providing for Step Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 10TH day of JUNE, 2011
between JACK K VELAZQUEZ JR AND JESSICA J VELAZQUEZ, HUSBAND AND WIFE

("Borrower") and PHH MORTGAGE CORPORATION F/K/A PHH MORTGAGE SERVICES

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 NOVEMBER 1, 2004 and recorded in
Instrument No. 2004 093954(**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
7421 91ST PLACE, CROWN POINT, INDIANA 46307
(Property Address)

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument
CoreLogic Document Services
CoreLogic, Inc.
CLDS# FM3162 Rev. 12-01-10

Form 3162 6/06 (rev. 01/09)
(page 1 of 6)

346

AMOUNT \$ 24⁰⁰
CASH _____ CHARGE _____
CHECK # 2011404936
OVERAGE 1
COPY _____ E
NON-COM _____
CLERK RM

the real property described being set forth as follows:

LOT 82 IN TIBURON SUDIVISION-UNIT 2, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 92 PAGE 5 AND AMENDED BY PLAT OF CORRECTION RECORDED IN PLAT BOOK 92 PAGE 45, THE RECORDER OF LAKE COUNTY, INDIANA,

****ASSIGNMENT FROM CU MORTGAGE SERVICES TO PHH MORTGAGE SERVICES RECORD DATE 02/15/2005 INSTRUMENT 2005 010946, FURTHER ASSIGNED FROM PHH MORTGAGE SERVICES TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC RECORD DATE 03/11/2005 INSTRUMENT 2005 028090**

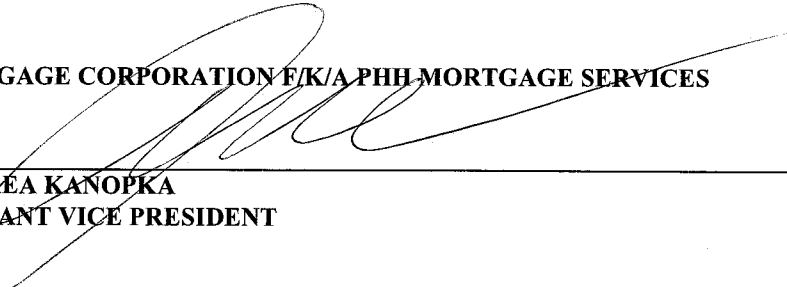
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):


1. As of **JULY 1, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **177,835.51** 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 three years at the yearly rate of **2.125 %** from **JULY 1, 2011**, and Borrower promises to pay monthly payments of principal and interest in the amount of \$ **803.88** beginning on the **1ST** day of **AUGUST, 2011**. During the fourth year, interest will be charged at the yearly rate of **3.125 %** from **JULY 1, 2014**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **882.43** beginning on the **1ST** day of **AUGUST, 2014**. During the fifth year and continuing thereafter until the Maturity Date (as hereinafter defined), interest will be charged at the yearly rate of **4.500 %**, from **JULY 1, 2015**, and Borrower shall pay monthly payments of principal and interest in the amount of \$ **992.36** beginning on the **1ST** day of **AUGUST, 2015** 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 **DECEMBER 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 CORPORATION F/K/A PHH MORTGAGE SERVICES

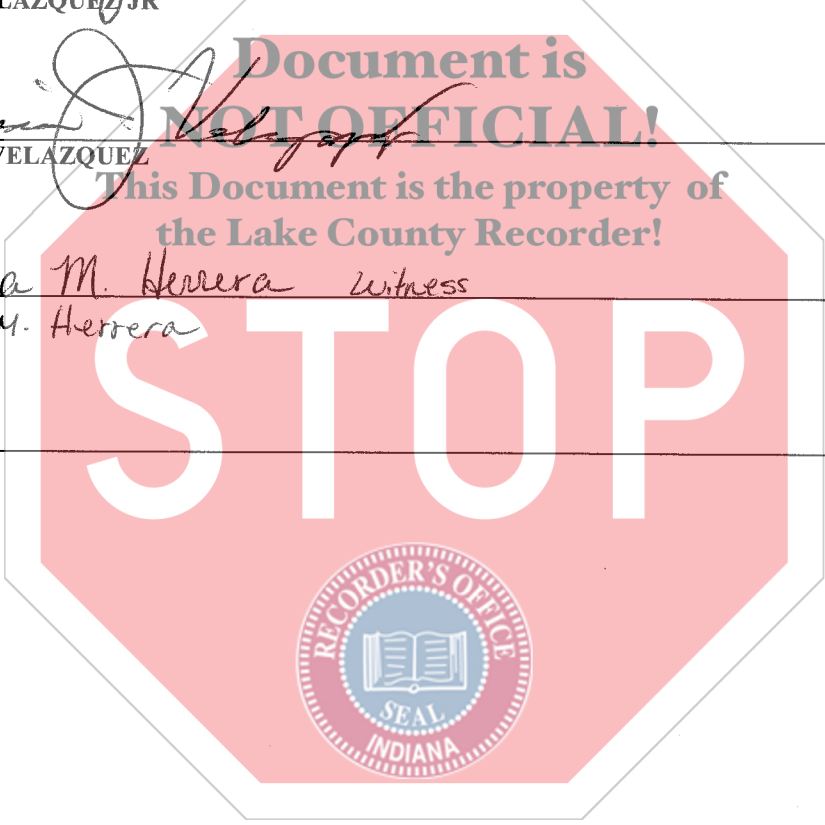

Name: ANDREA KANOPKA (Seal)
Its: ASSISTANT VICE PRESIDENT - Lender


JACK K VELAZQUEZ JR (Seal)
- Borrower


JESSICA J VELAZQUEZ (Seal)
- Borrower


Angela M. Herrera Witness (Seal)
Angela M. Herrera - Borrower

(Seal)
- Borrower



0029076833

[Space Below This Line For Acknowledgments]

BORROWER ACKNOWLEDGMENT

State of INDIANA

County of LAKE

Before me KATHY MARTIN (judge or justice, as the case may be) this 16 day of June 2011,
JACK K VELAZQUEZ JR AND JESSICA J VELAZQUEZ

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

Kathy Martin
Name and Title

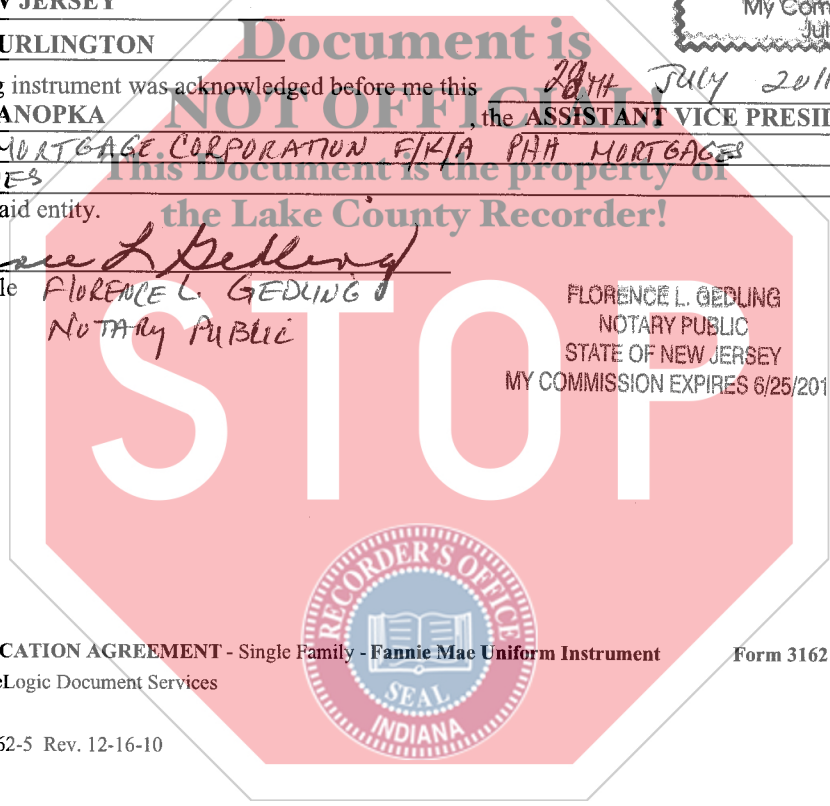
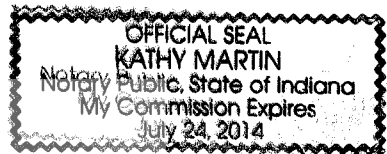
LENDER ACKNOWLEDGMENT

State of NEW JERSEY

County of BURLINGTON

The foregoing instrument was acknowledged before me this 28th July 2011 by
ANDREA KANOPKA, the ASSISTANT VICE PRESIDENT
of PHH MORTGAGE CORPORATION F/K/A PHH MORTGAGE SERVICES
on behalf of said entity.

Florence L. Gedling
Name and Title FLORENCE L. GEDLING
NOTARY PUBLIC



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

0029076833

Mortgage Electronic Registration Systems, Inc.

Andrea Kanopka
ANDREA KANOPKA
ASST. VICE PRESIDENT

-Mortgagee

State of NEW JERSEY

County of BURLINGTON

The foregoing instrument was acknowledged before me this 29th July 2011 by
ANDREA KANOPKA, the ASSISTANT VICE PRESIDENT
of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC

on behalf of said entity.

Florence L. Gedling
Name and Title FLORENCE L. GEDLING
NOTARY PUBLIC

FLORENCE L. GEDLING
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 8/25/2012

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 ELIZABETH LASHLEY

[Printed Name]

This Instrument Was Prepared By:
ELIZABETH LASHLEY
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

