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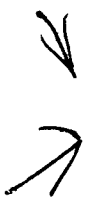
7

**Recording Requested by/
After Recording Return To:**

Stewart Lender Services
Attn: Modification Recordation
9700 Bissonnet Street, Suite 1500
Houston, TX 77036

This document was prepared by

Home Retention Services, Inc.
Modifications Department
9700 Bissonnet Street
Suite 1500
Houston, TX 77036
1.855.664.8124
By: Myra LeBlanc, VP



LOAN MODIFICATION AGREEMENT

Order ID: 5068045

Project ID: 155550

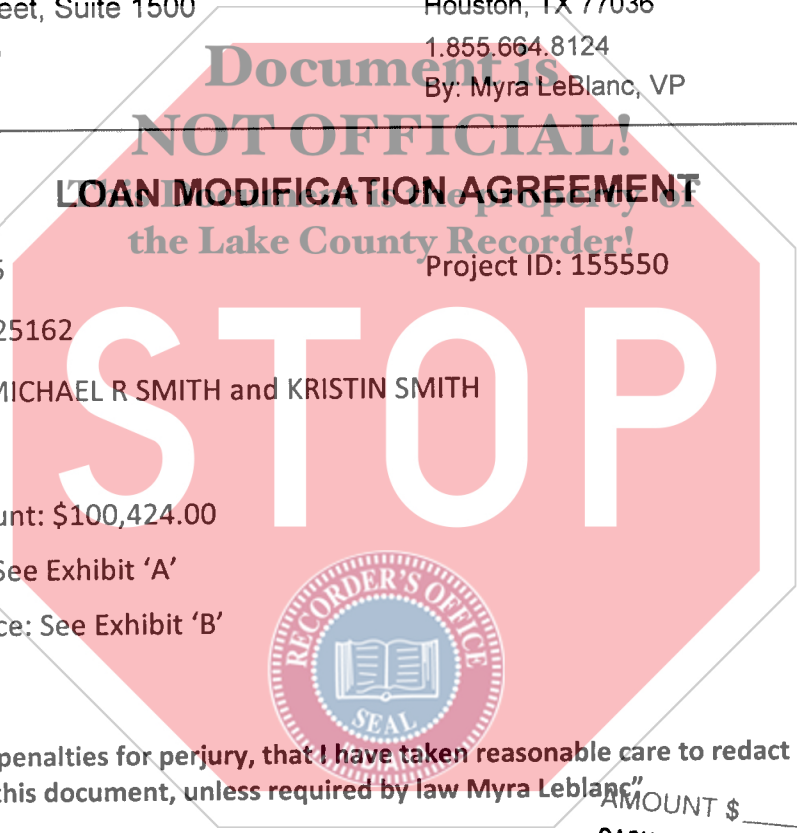
Loan Number: 21625162

Borrower Name: MICHAEL R SMITH and KRISTIN SMITH

Original Loan Amount: \$100,424.00

Legal Description: See Exhibit 'A'

Recording Reference: See Exhibit 'B'



"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 Myra LeBlanc"

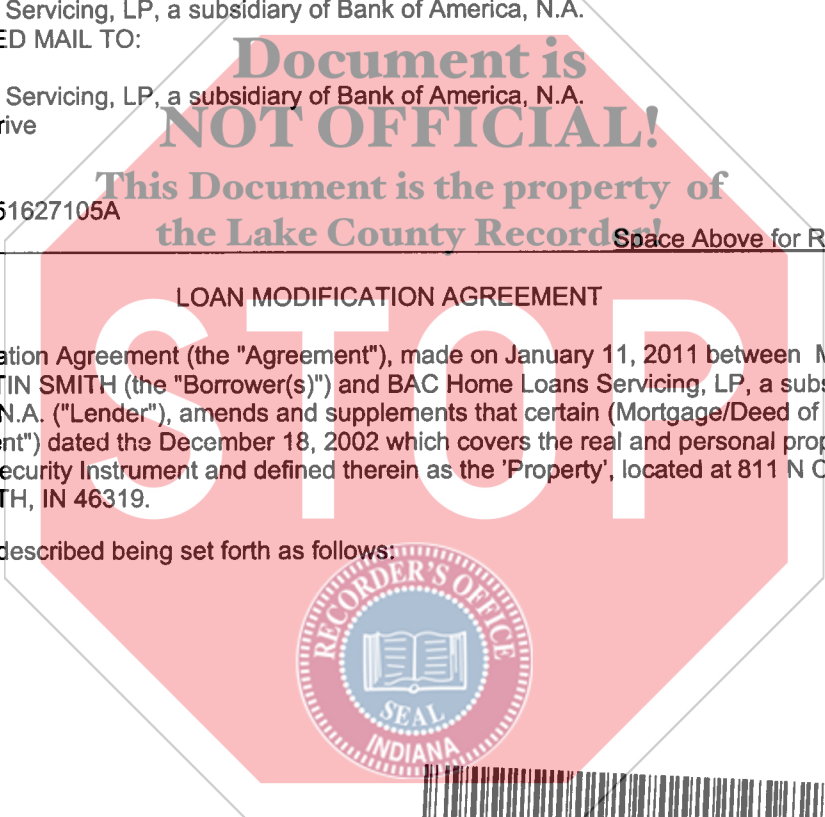
AMOUNT \$ 240
CASH _____ CHARGE _____
CHECK # 306202
OVERAGE 3
COPY _____
NON-COM _____
CLERK ML

ML

E

Recording Requested by
BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.
WHEN RECORDED MAIL TO:

BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A.
7105 Corporate Drive
(PTX-B-36)
Plano, TX 75024
DocID#: 065216251627105A

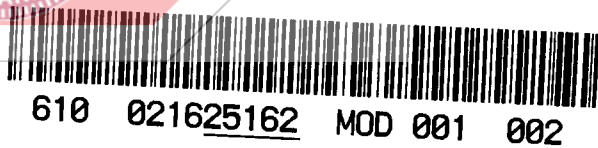


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LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on January 11, 2011 between MICHAEL R SMITH and KRISTIN SMITH (the "Borrower(s)") and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated the December 18, 2002 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 811 N CLINE STREET, GRIFFITH, IN 46319.

The real property described being set forth as follows:



SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree to modify the Security Instrument as follows:

The fifth [and sixth] sentence[s] of the first paragraph of the Security Instrument is[are] hereby amended to read in its[their] entirety as follows:

Borrower owes Lender the principal sum of one hundred seven thousand four hundred ninety three and 22/100, (U.S. Dollars) (\$107,493.22). This debt is evidenced by Borrower's note dated the same date as the Security Instrument, as amended and restated as of the date herewith ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 1, 2041.

The Borrower[s] shall comply with all other covenants, agreements and requirements of the Security Instrument. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument. Except as otherwise specifically provided in this Agreement, the Security Instrument shall remain unchanged, and the Borrower[s] and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A. shall be bound by, and comply with all of the terms and provisions thereof, as amended by this Agreement, and the Security Instrument shall remain in full force and effect and shall continue to be a first lien on the above-described property. All capitalized terms not defined herein shall have the same meanings as set forth in the Security Instrument.



SIGNED AND ACCEPTED THIS 18th DAY OF January, 2011

BY
Michael R Smith
MICHAEL R SMITH

Kristin Smith
KRISTIN SMITH

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of IND, County of Lake On this 18th day of Jan,
2011 before me the undersigned, a Notary Public in and for said State, personally appeared

Michael R Smith & Kristin Smith

known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged that they executed the same.

Witness my hand and official seal.

Signature Lark K Dentner
Name (typed or printed)
Lark K. Dentner

My commission expires: 3-27-15

As evidenced by their signatures below, the Co-Owner(s) consent to this Modification of the Mortgage.

CO-OWNER(S)

Co-Owner(s) Signature

Co-Owner(s) Name (typed or printed)

STATE OF _____

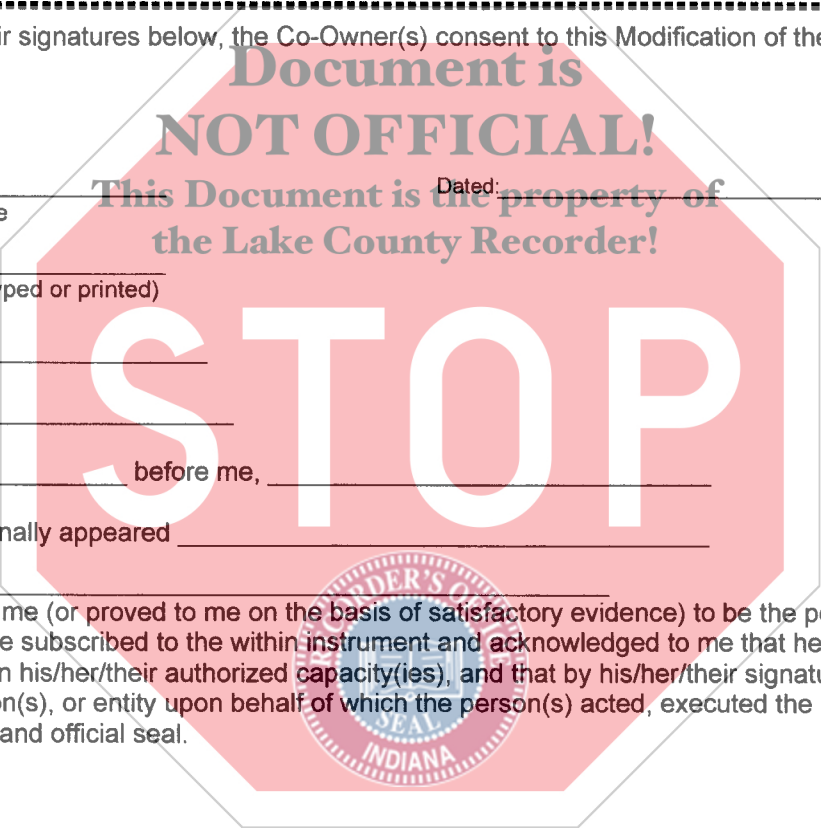
COUNTY OF _____

On _____ before me, _____

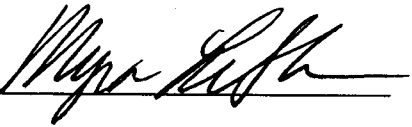
Notary Public, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature _____



As evidenced by the signature below, the Lender agrees to the foregoing.



Bank of America N.A. as successor by

Merger to BAC Home Loans Servicing, LP


By: Myra LeBlanc, Vice President

STATE OF TEXAS

COUNTY OF HARRIS

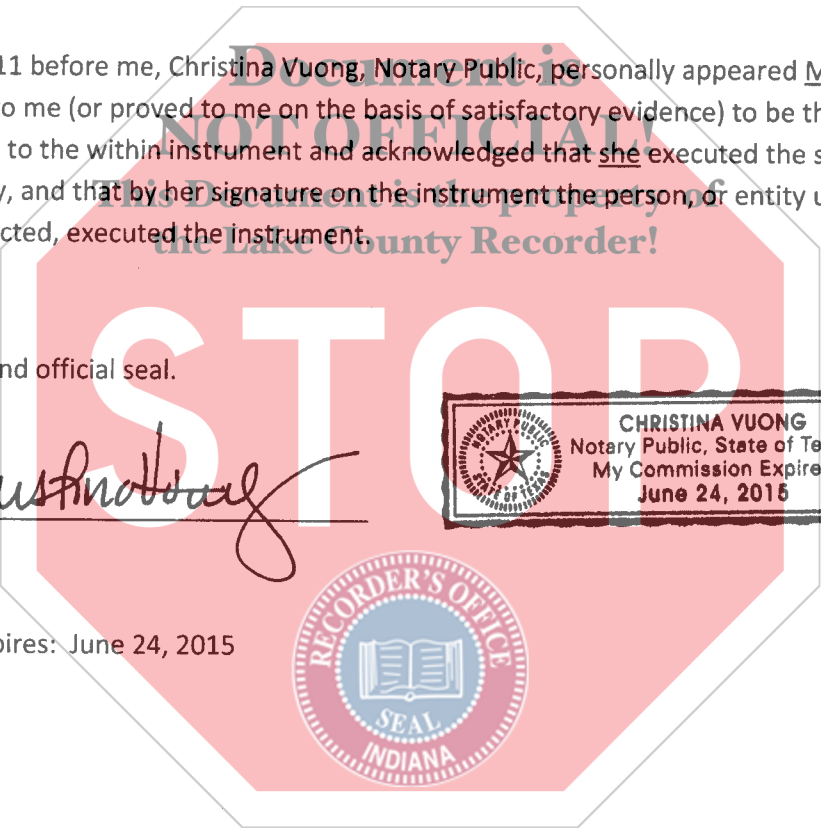
On October 19, 2011 before me, Christina Vuong, Notary Public, personally appeared Myra LeBlanc personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature 

 **CHRISTINA VUONG**
Notary Public, State of Texas
My Commission Expires
June 24, 2015

My commission expires: June 24, 2015



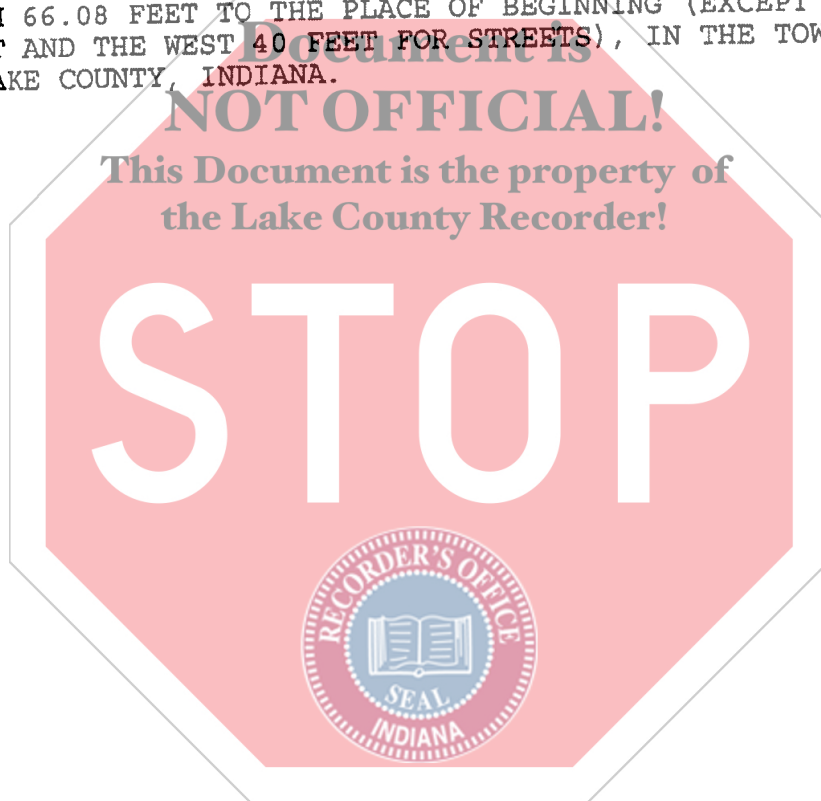
Order ID: 5068045

Loan Number: 21625162

Property Address: 811 N CLINE STREET, GRIFFITH, IN 46319

EXHIBIT 'A'

THE WEST 1/2 OF THE FOLLOWING: PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND P.M., DESCRIBED AS COMMENCING AT A POINT 396.44 FEET SOUTH OF THE NORTHWEST CORNER OF SAID 1/4 1/4 SECTION IN THE CENTER LINE OF CLINE AVENUE, RUNNING THENCE EAST 665.95 FEET TO THE CENTER LINE OF HARVEY AVENUE, THENCE SOUTH 66.07 FEET, THENCE WEST 665.91 FEET TO THE CENTER LINE OF CLINE AVENUE, THENCE NORTH 66.08 FEET TO THE PLACE OF BEGINNING (EXCEPT THE EAST 33 FEET AND THE WEST 40 FEET FOR STREETS), IN THE TOWN OF GRIFFITH, LAKE COUNTY, INDIANA.



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Stewart Lender Services
Attn: Modification Recordation
9700 Bissonnet Street, Suite 1500
Houston, TX 77036

Order ID: 5068045

Project ID: 155550

Loan Number: 21625162

EXHIBIT B

Borrower Name: MICHAEL R SMITH and KRISTIN SMITH

Property Address: 811 N CLINE STREET, GRIFFITH, IN 46319

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 12/24/2002 as Instrument/Document Number: 2002119401 and/or Book/Liber Number: N/A at Page Number: N/A in the real records of LAKE County, State of IN.

Additional County Requirements:

Original Loan Amount: \$100,424.00

