

2011 075289

2011 DEC 29 AM 8:38

FILED FOR RECORD

LAKE COUNTY

**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

Document is
NOT OFFICIAL!

LOAN MODIFICATION AGREEMENT

the Lake County Recorder!

Order ID: 5081287

Project ID: 173595

Loan Number: 87779436

MIN Number: 100015700049125541

Borrower Name: DALE M CUNNINGHAM

Original Loan Amount: \$127,006.00

Legal Description: See Exhibit 'A'

Recording Reference: See Exhibit 'B'

STOP



"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 \$ 22⁰⁰
CASH _____ CHARGE _____
CHECK # 306204
OVERAGE 3
COPY _____
NON-COM _____
CLERK ML E

ML



* 2 0 1 0 1 1 1 0 1 0 3 0 2 7 6 6 4 0 0 0 0 0 1 0 8 7 7 9 4 3 6 0 0 1 0 1 3 0 0 4 *

Recording Requested by
BAC Home Loans Servicing, LP
WHEN RECORDED MAIL TO:

BAC Home Loans Servicing, LP
Post Office Box 10266
Van Nuys, CA 91410-0266
Attention: Document Control

DocID#: 065877794367105A

Space Above for Recorder's Use

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement (the "Agreement"), made on November 10, 2010 between Dale M Cunningham (the "Borrower(s)") and BAC Home Loans Servicing, LP ("Lender"), amends and supplements that certain (Mortgage/Deed of Trust) (the "Security Instrument") dated April 14, 2005 which covers the real and personal property described in the Security Instrument and defined therein as the 'Property', located at 942 W 72nd Dr, Merrillville, IN 46410.

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 Thirty Five Thousand, Two Hundred Twenty Seven Dollars And Thirty Seven Cents, (U.S. Dollars) (\$135,227.37). 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 December 1, 2040.

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 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.

BAC Home Loans Servicing, LP is a subsidiary of Bank of America, N.A.

000643127 CUNNINGHAM DM

WDGGovLnModAgree



82 07/20/2007

610 087779436 MOD 001 002

SIGNED AND ACCEPTED THIS 12th DAY OF NOVEMBER 2010
BY

Dale M. Cunningham
Dale M Cunningham

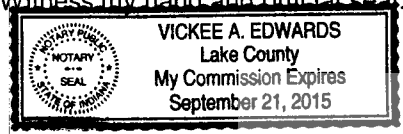
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of INDIANA, County of LAKE On this 12 day of November 2010 before me the undersigned, a Notary Public in and for said State, personally appeared

Dale M. Cunningham

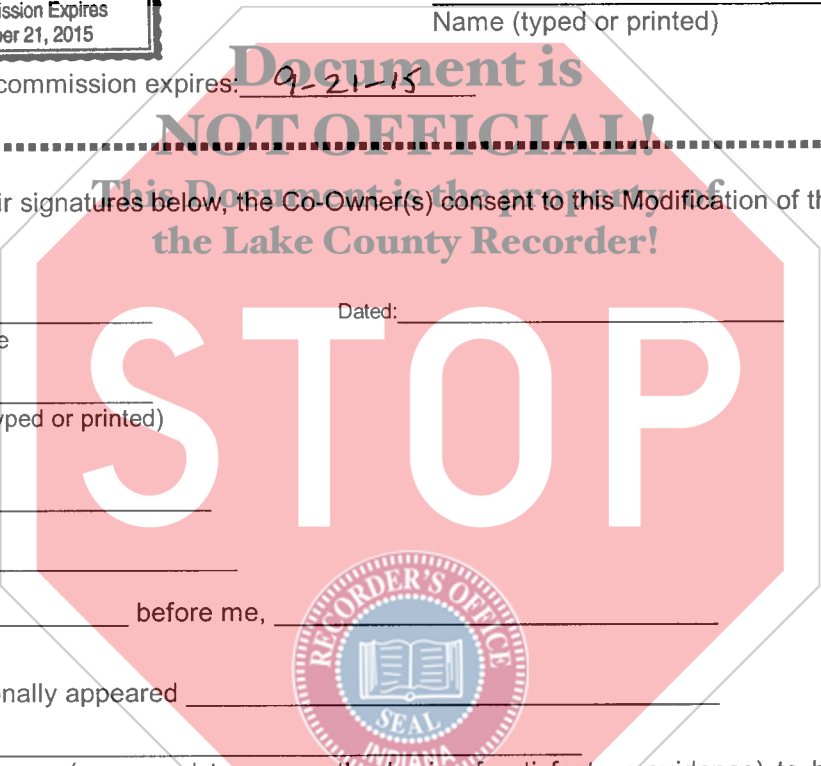
known to me, or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged that she executed the same.

Witness my hand and official seal.



Signature Vickie A. Edwards
Vickie A. Edwards
Name (typed or printed)

My commission expires: 9-21-15



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

CO-OWNER(S)

Co-Owner(s) Signature _____ Dated: _____

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.

Kimble Monroe

Bank of America N.A. as successor by

Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP

By: Kimble Monroe, Vice President

STATE OF TEXAS

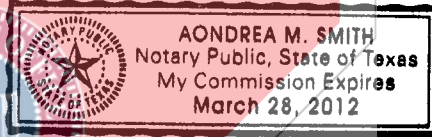
COUNTY OF HARRIS

On December 21, 2011 before me Aondrea M. Smith, Notary Public-Stewart Lender Services, personally appeared Kimble Monroe, Vice President of Bank of America, N.A. as successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP, personally known to me 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

Aondrea M. Smith
Aondrea M. Smith



My commission expires: March 28, 2012

Order ID: 5081287

Loan Number: 87779436

Property Address: 942 W 72ND DR, MERRILVILLE, IN 46410

EXHIBIT 'A'

LOT 155, IN TURKEY CREEK SOUTH UNIT 3B, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 38 PAGE 23, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



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MIN Number: 100015700049125541

EXHIBIT B

Borrower Name: DALE M CUNNINGHAM

Property Address: 942 W 72ND DR, MERRILVILLE, IN 46410

This Modification Agreement amends and supplements that certain Mortgage/Deed of Trust (the Security Instrument) recorded on 04/20/2005 as Instrument/Document Number: 2005 031373 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: \$127,006.00

