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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 058209

2012 AUG 28 AM 9:10

MICHELLE B. FAJMAN
RECORDER

After Recording Return To:
Mortgage Services
PO Box 5449
Mount Laurel, NJ 08054



[Space Above This Line For Recording Data] _____
Original Recording Date: **June 29, 2009** Loan No: **7112916247**
Original Loan Amount: **\$116,353.00** FHAVA Case Number: **151-9459954-703**
Original Lender Name: **COLDWELL BANKER**
MORTGAGE

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **3rd** day of **July, 2012**, between **JAMES M LEVAN, AN UNMARRIED MAN** whose address is **307 MICHIGAN ST, HOBART, IN 46342** ("Borrower") and **PHH MORTGAGE CORPORATION** which is organized and existing under the laws of **New Jersey**, and whose address is **1 MORTGAGE WAY, MT. LAUREL, NJ 08054** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **June 12, 2009** and recorded in **Instrument No: 2009 043597**, of the Official Records (Name of Records) of **LAKE County, IN (County and State, or other Jurisdiction)** and (2) 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

307 N MICHIGAN AVENUE, HOBART, IN 46342,

(Property Address)
the real property described being set forth as follows:

See Exhibit "A" attached hereto and made a part hereof;

ASSIGNMENT FROM MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC ("MERS") AS NOMINEE FOR COLDWELL BANKER MORTGAGE TO PHH MORTGAGE CORPORATION RECORD DATE 03/19/2012, INSTRUMENT 2012 019090.

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 **September 1, 2012**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$124,131.95**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$5,344.58** and other amounts capitalized, which is limited to escrows and any legal fees and related foreclosure costs that may have been accrued for work completed.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender.

HUD MODIFICATION AGREEMENT
Loan No: **7112916247**
8300 06/12

(page 1 of 5)

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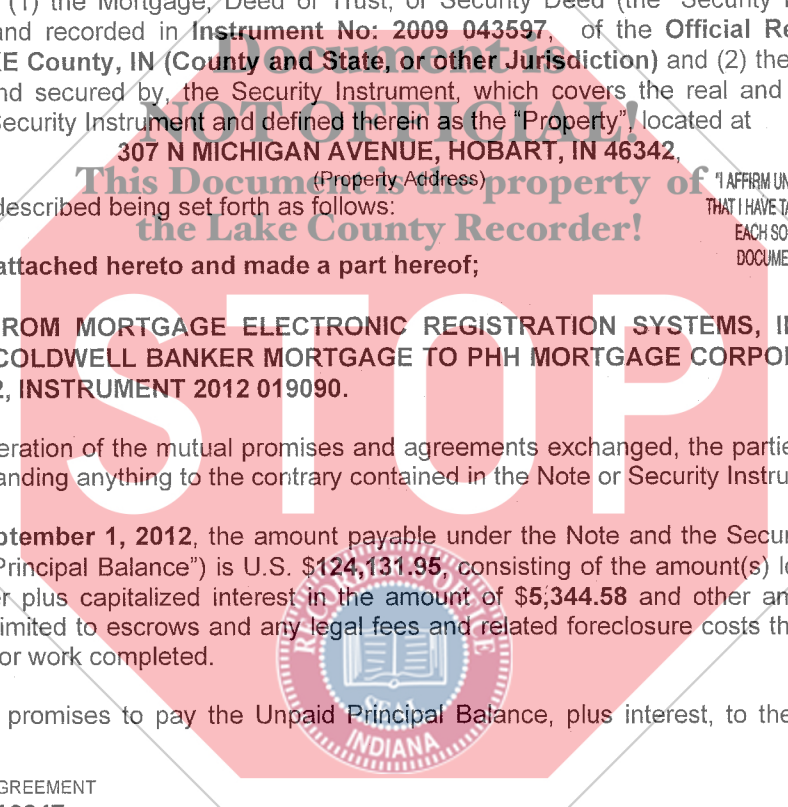
30v

CK# 2062501237

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2Ref

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Interest will be charged on the Unpaid Principal Balance at the yearly rate of **4.375%**, from **September 1, 2012**. Borrower promises to make monthly payments of principal and interest of U.S. **\$619.77**, beginning on the **1st** day of **October, 2012**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **September 1, 2042** (the "Maturity Date"), Borrower still owes amounts under the Note and the 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; and
 - (b) all terms and provisions of any adjustable rate rider, 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. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.
6. 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. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

7. Borrower agrees to make and execute other documents or papers as may be necessary 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.

James M Levan (Seal)
JAMES M LEVAN -Borrower

_____[Space Below This Line For Acknowledgments]_____

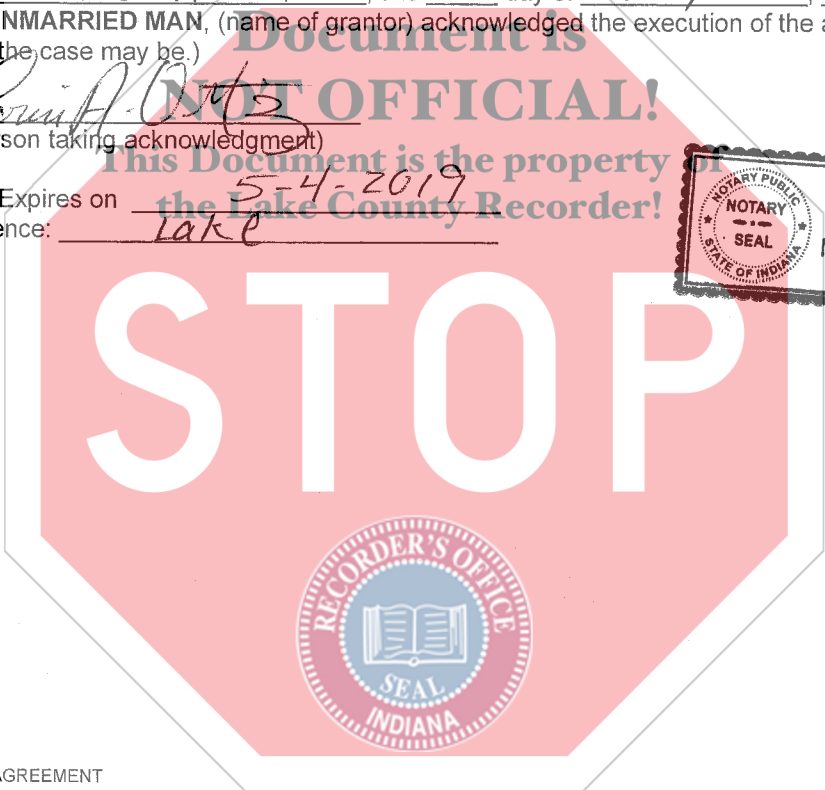
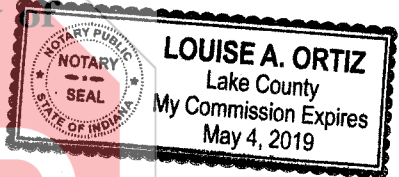
State of Indiana

County of Lake

Before me, Louise A. Ortiz, this 13 day of July, 12, JAMES M LEVAN, AN UNMARRIED MAN, (name of grantor) acknowledged the execution of the annexed deed, (or mortgage as the case may be.)

Louise A. Ortiz
(Signature of person taking acknowledgment)

My Commission Expires on 5-4-2019
County of Residence: Lake



PHH MORTGAGE CORPORATION

By: Amber Mooney (Seal)
Name: **Amber Mooney**
Time: **Assistant Vice President**
- Lender

08/16/2012
Date of Lender's Signature
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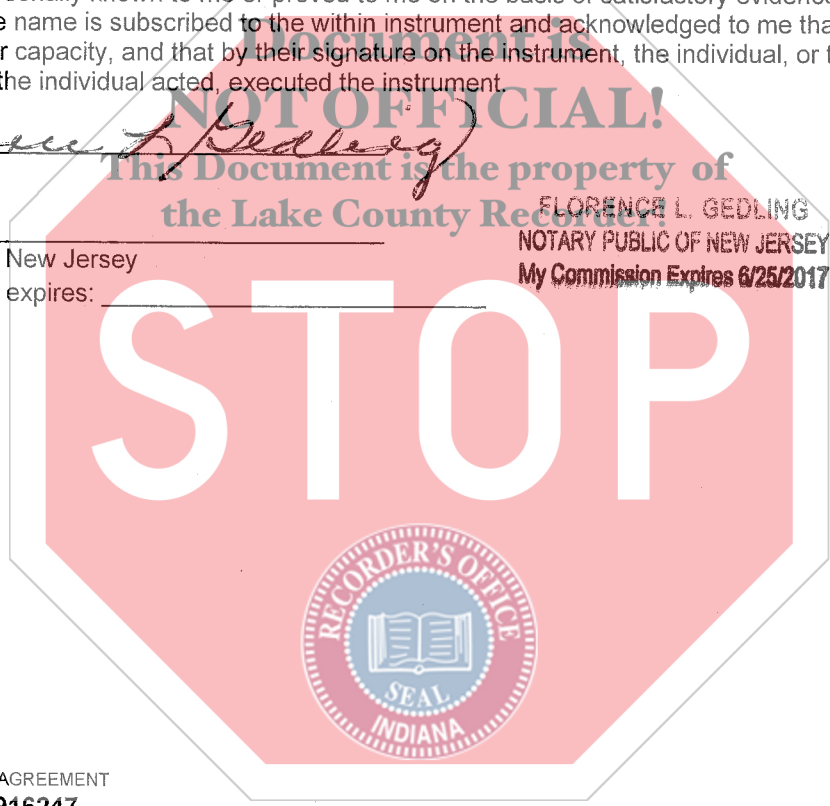
State of New Jersey, County of Burlington
On 8/16/, 2012, before me, **FLORENCE L. GEDLING**
a Notary Public in and for said State, personally appeared

Amber Mooney
Assistant Vice President of the
Corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the
individual whose name is subscribed to the within instrument and acknowledged to me that they executed
the same in their capacity, and that by their signature on the instrument, the individual, or the person upon
behalf of which the individual acted, executed the instrument.

Florence L. Gedling
Notary Public


Notary Public of New Jersey
My Commission expires: _____

FLORENCE L. GEDLING
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires **6/25/2017**



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.


Signature


Printed Name

This Document Prepared By:
PHH Mortgage Corporation
PO Box 5449
Mount Laurel, NJ 08054



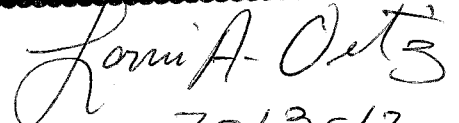

7-13-12



EXHIBIT "A"

LOAN # 7112916247

Part of the Northeast ¼ of the Northeast ¼ of the Southwest ¼ of Section 29, Township 36 North, Range 7 West of the 2nd Principal Meridian in the City of Hobart, Lake County Indiana described as follows: Beginning at a point on the East line of Michigan Street which is 179.05 feet Northeasterly as measured along the East line of said Street, from the Northwest corner of Lot 16 in the Wood's Addition to Hobart; thence East 291.20 feet to a point on the East line of said ¼ Section which is 178.04 feet North of the Northeast corner of said Lot 16; thence North along the East line of said ¼ Section 103.34 feet; thence West 278.3 feet to a point on the East line of Michigan Street which is 104.05 feet Northeasterly of the point of beginning; thence Southwesterly along the East line of Michigan Street 104.05 feet to the point of beginning, in Lake County Indiana, EXCEPT the East 141.2 feet thereof.

