

704



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 SEP 14 AM 9:39

After Recording Return To:
RUTH RUHL, P.C.
2801 Woodside Street
Dallas, TX 75204

NOTARY PUBLIC
RECORDER

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

Loan Number 4755260

MERS Phone 1-888-679-6377

MIN 1000730 0082828526 2

This Loan Modification Agreement ("Agreement"), made this
between
Elizabeth Pavuk and Mark Pavuk, wife and husband

3rd day of June, 2011

("Borrower") and
Freedom Mortgage Corporation

Document is
NOT OFFICIAL!

This Document is the property of

("Lender"), and Mortgage Electronic Registration Systems, Inc. (Mortgagee), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated October 31, 2008 * and granted or assigned to Mortgage Electronic Registration Systems, Inc. as mortgagee of record (solely as nominee for Lender and Lender's successors and assigns), P O Box 2026, Flint, Michigan 48501-2026, street address 1901 E Voorhees Street, Suite C, Danville, IL 61834 and recorded in the _____ County _____ Records of

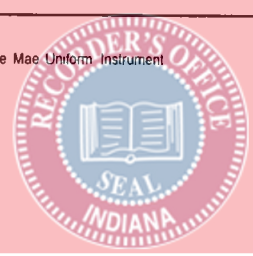
*Recorded: 11/24/2008
Book: N/A Page: N/A

Instrument: 2008 079955 _____ Lake, Indiana [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

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LOAN MODIFICATION AGREEMENT WITH MERS Single Family Fannie Mae Uniform Instrument
Providing For Fixed Interest Rate
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Lower
25.00
1246 #
14082
GWS
Nakomf

2251 Warren Street
Lake Station, IN 46405

[Property Address]

the real property described being set forth as follows

LOT NUMBERED 28 AND THE SOUTH 1/3 OF LOT 29, BLOCK "A" AS SHOWN ON THE RECORDED PLAT OF ELLIOT'S PARK, EAST GARY RECORDED IN PLAT BOOK 21 PAGE 36 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 June 3, 2011, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U S \$ 71,549.00 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 year at the yearly rate of 5.125% from June 1, 2011.
Borrower promises to make monthly payments of principal and interest in the amount of U S \$ 389.57, beginning on the 1st day of July, 2011, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full.
The yearly rate of 5.125% will remain in effect until principal and interest is paid in full.
If on June 1, 2041 (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 the Property 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

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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



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Elizabeth Pavuk
Elizabeth Pavuk

(Seal)
-Borrower

Mark Pavuk
Mark Pavuk

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Document is NOT OFFICIAL!

BORROWER ACKNOWLEDGMENT
This Document is the property of the Lake County Recorder!

State of Indiana
County of Lake

This instrument was acknowledged before me on June 26, 2011
Elizabeth Pavuk, Mark Pavuk

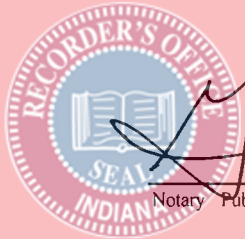
by



My commission expires

1-30-2014

County of Residence: Lake



Gustavo Magallanes
Gustavo Magallanes
6-26-11

Notary Public

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By *Arana Williams*
ARANA WILLIAMS President
LoanCare, a Division of FNF Servicing, Inc By POA 06/07/10

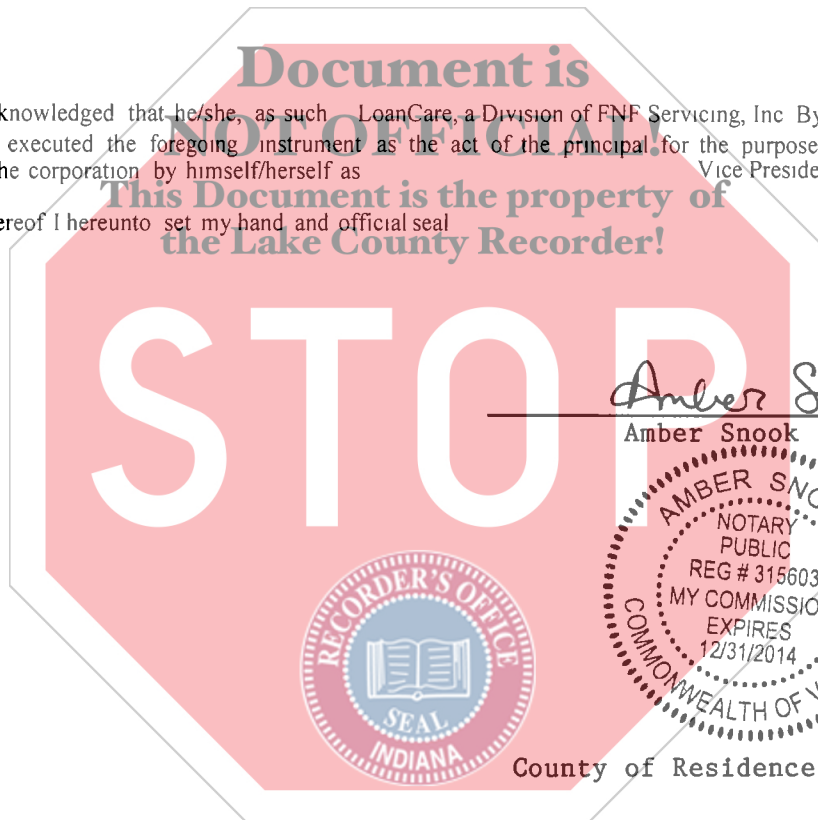
LENDER ACKNOWLEDGMENT

Commonwealth/State of Virginia
County of Virginia Beach

On this the 22nd day of June 2011, before me, **Amber Snook**,
Arana Williams, the undersigned officer, personally appeared
ARANA WILLIAMS, Vice President, LoanCare, a Division of FNF Servicing, Inc By POA 06/07/10,
known to me (or satisfactorily proven) to be the person duly authorized to execute instruments on behalf of the corporation
whose name is subscribed as attorney-in-fact for
Freedom Mortgage Corporation
By LoanCare, a Division of FNF Servicing, Inc as Agent under Limited POA

a corporation, and acknowledged that he/she, as such LoanCare, a Division of FNF Servicing, Inc By POA 06/07/10, being
authorized to do so, executed the foregoing instrument as the act of the principal for the purposes therein contained, by
signing the name of the corporation by himself/herself as Vice President

In witness whereof I hereunto set my hand and official seal



Amber Snook
Amber Snook

County of Residence: Virginia Beach

By *Arana Williams*
ARANA WILLIAMS
Assitant Secretary

MORTGAGEE ACKNOWLEDGMENT

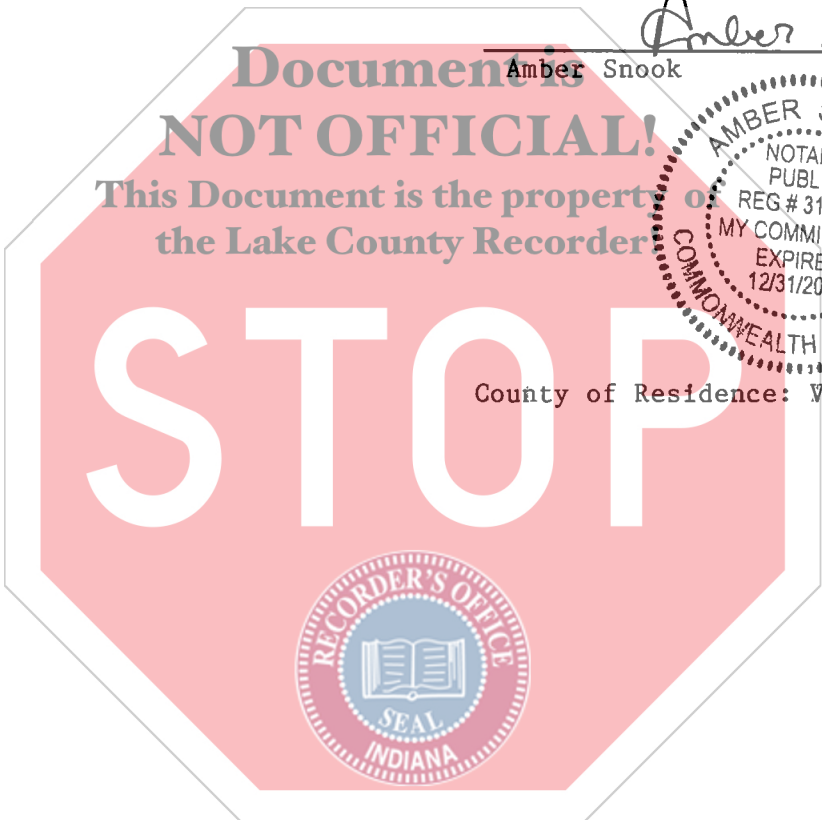
Commonwealth/State of Virginia
County of Virginia Beach

On this the 22nd day of June 2011, before me, Amber Snook,
the undersigned officer, personally appeared Arana Williams,
who acknowledged himself/herself to be the Assitant Secretary of
Mortgage Electronic Registration Systems, Inc, a corporation,
and that he/she, as such Assitant Secretary, being authorized so to do,
executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by
himself/herself as Assitant Secretary

In witness whereof I hereunto set my hand and official seal

Amber Snook

Amber Snook



County of Residence: Virginia Beach

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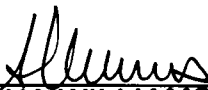
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This instrument was prepared by
LoanCare Servicing Center, Inc

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


ARONA WILLIAMS Vice President
LoanCare, a Division of FNF Servicing, Inc By POA 06/07/10

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Dallas, TX 75204



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