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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 064979

2012 SEP 17 AM 9:14

MICHELLE R. 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: **July 08, 2004** Loan No: **0026486787**
Original Loan Amount: **\$113,121.00** FHA Case Number: **151-7634872-703**
Original Lender Name: **CENDANT MORTGAGE CORP** MIN Number: **100020000264867874**

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **18th** day of **October, 2011**, between **MARK S HENDRIKS, AN UNMARRIED MAN** whose address is **6900 WEST 131ST, CEDAR LAKE, IN 46303** ("Borrower") and **PHH MORTGAGE CORP FKA CENDANT MORTGAGE CORP** which is organized and existing under the laws of **New Jersey**, and whose address is **1 MORTGAGE WAY, MOUNT LAUREL, NJ 08054** ("Lender"), and Mortgage Electronic Registration Systems, Inc. ("MERS"), and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, ("Mortgagee"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **July 06, 2004** and recorded in **Instrument No: 2004 057383**, 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 **6900 WEST 131ST, CEDAR LAKE, IN 46303**,
(Property Address)

the real property described being set forth as follows:

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

ASSIGNMENT FROM PHH MORTGAGE CORP FKA CENDANT MORTGAGE CORP TO MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RECORDED ON 12/10/04 INST # 2004 105181.

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):

- As of **September 1, 2011**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$104,275.75**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$1,595.88** 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.

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

HUD MODIFICATION AGREEMENT
Loan No: **0026486787**
8300 03/11

(page 1 of 5)

AMOUNT \$ 23⁰⁰
 CASH _____ CHARGE _____
 CHECK # 2012513730
 OVERAGE 3
 COPY _____
 NON-COM _____
 CLERK lyn E

2 Ref

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 at the yearly rate of **4.625%**, from **September 1, 2011**. Borrower promises to make monthly payments of principal and interest of U.S. **\$536.12**, beginning on the **1st** day of **October, 2011**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **September 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 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.

Mark S. Hendriks

MARK S HENDRIKS -Borrower

(Seal)

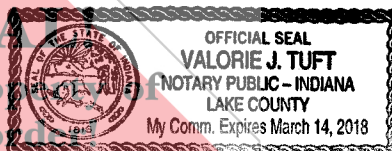
[Space Below This Line For Acknowledgments]

State of Indiana

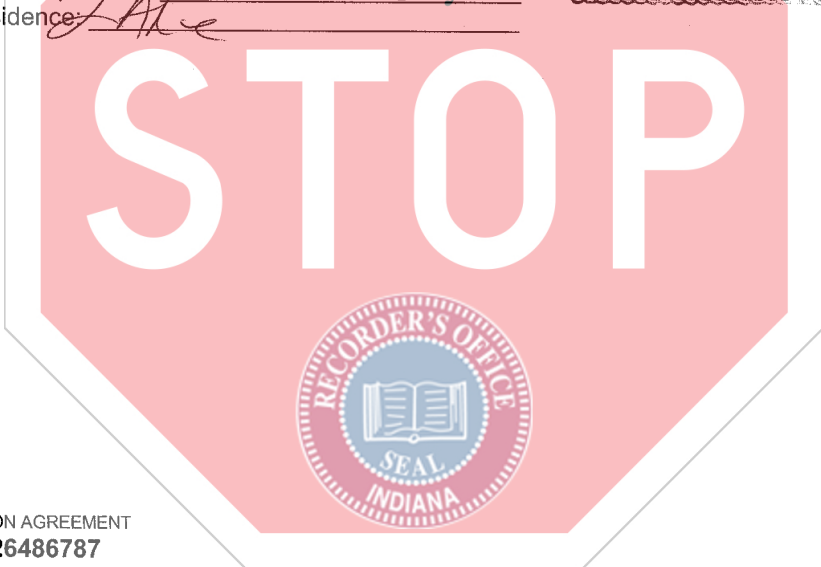
County of *Lake*

Before me, *Valorie J. Tuft*, (judge or justice) this *17th* day of *April*, *2012*
MARK S HENDRIKS, AN UNMARRIED MAN, (name of grantor) acknowledged the execution of the annexed deed, (or mortgage as the case may be.)

Valorie J. Tuft
(Signature of person taking acknowledgement)



My Commission Expires on *3/14/2018*
County of Residence: *Lake*



PHH MORTGAGE CORP FKA CENDANT MORTGAGE CORP

By: *Andrea Kanopka* (Seal)
-Lender
Name: ANDREA KANOPKA, ASST. V.P.
Title:

_____[Space Below This Line For Acknowledgments]_____

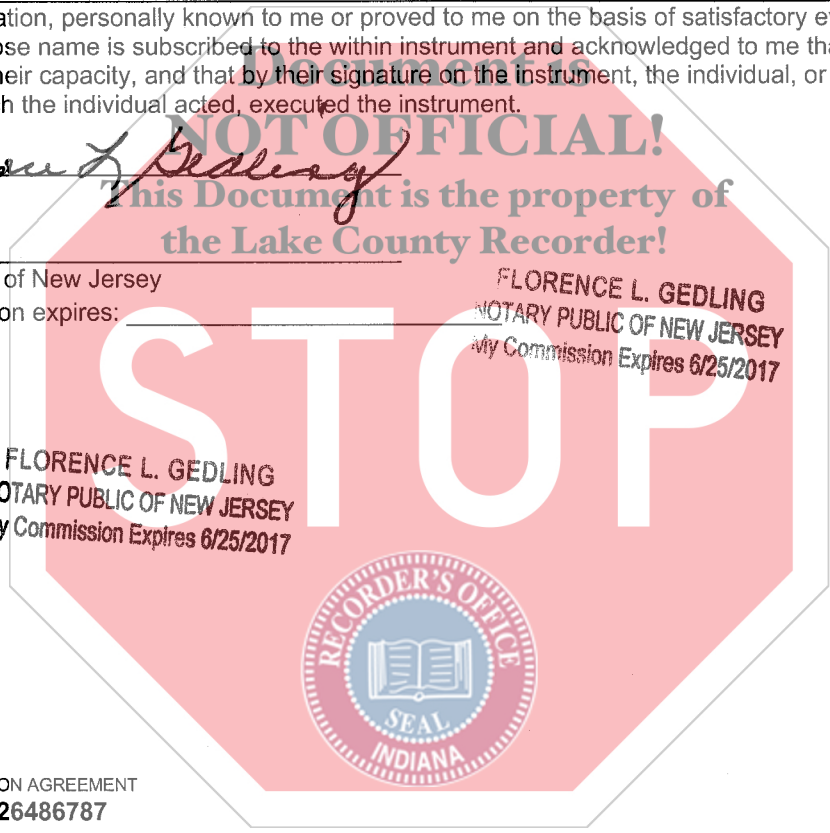
State of New Jersey, County of Burlington

On 08/26, 2012, before me, *Florence L. Gedling*
a notary Public in and for said State, personally appeared
ANDREA KANOPKA, ASST. V.P

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

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

Barbara Halin

Mortgage Electronic Registration Systems, Inc - Nominee for Lender

BARBARA HALIN, ASST. SECRETARY

Title: **BARBARA HALIN, ASST. SECRETARY**

[Space Below This Line For Acknowledgments]

State of New Jersey, County of Burlington

On 08/28/12, 20____, before me, *Florence L. Gedling*
a notary Public in and for said State, personally appeared

BARBARA HALIN, ASST. SECRETARY

of Mortgage Electronic Registration Systems, Inc - Nominee for Lender 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

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



Exhibit "A"

Loan Number: **0026486787**

Property Address: **6900 WEST 131ST, CEDAR LAKE, IN 46303**

Legal Description:

Lot 28, 29, 30, and 31, block 3, plat "BA", The shades, an Addition to cedar lake, as shown in plat Book 12, page 7, in lake county, Indiana.



Loan No: 0026486787

Exhibit A Legal Description Attachment

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