

2013 020509

2013 MAR 19 AM 9:19

When recorded mail to: #:7834806

First American Title

Loss Mitigation Title Services 449.6

P.O. Box 27670

Santa Ana, CA 92799

RE: MUHAMMAD - PROPERTY REPORT [Above This Line For Recording Data]

Original Recording Date: February 23, 2009

Original Loan Amount: \$150,266.00

Loan No: 502400299

FHA Case Number: 151-9135377-703

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this 1st day of January, 2013, between **SAKEENAH MUHAMMAD AKA SAKEENAH D. MUHAMMAD** whose address is **9825 ARTHUR CT, CROWN POINT, IN 46307** ("Borrower") and **FLAGSTAR BANK, FSB** which is organized and existing under the laws of **The United States of America**, and whose address is **5151 CORPORATE DRIVE, TROY, MI 48098** ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") dated **February 11, 2009** and recorded in **Book/Liber N/A, Page N/A, Instrument No: 2009 010734**, 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

9825 ARTHUR CT, CROWN POINT, IN 46307,
(Property Address)

the real property described being set forth as follows:

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF LAKE, INDIANA: LOT 33 IN WILLOW TREE FARMS BLOCK TWO, IN THE CITY OF CROWN POINT, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 42, PAGE 75 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA. APN: 45-12-32-427-005.000-029

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 **February 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$175,566.81**, consisting of the amount(s) loaned to Borrower by Lender plus capitalized interest in the amount of **\$9,019.65** 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.



* 5 0 2 4 0 0 2 9 9 *
HUD MODIFICATION AGREEMENT
8300h 11/12



* 1 2 6 6 4 + 1 6 *

(page 1 of 5)

AMOUNT \$ 22-
 CASH _____ CHARGE _____
 CHECK # 10680836
 OVERAGE 3-
 COPY _____
 NON-COM _____
 CLERK CH

1 ref
E

Interest will be charged on the Unpaid Principal Balance at the yearly rate of **3.625%**, from **January 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$800.67**, beginning on the **1st** day of **February, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **January 1, 2043** (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



* 5 0 2 4 0 0 2 9 9 *
HUD MODIFICATION AGREEMENT
8300h 11/12



* 1 2 6 6 4 + 1 6 *

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.

Sakeenah Muhammad
SAKEENAH MUHAMMAD AKA SAKEENAH D. MUHAMMAD -Borrower

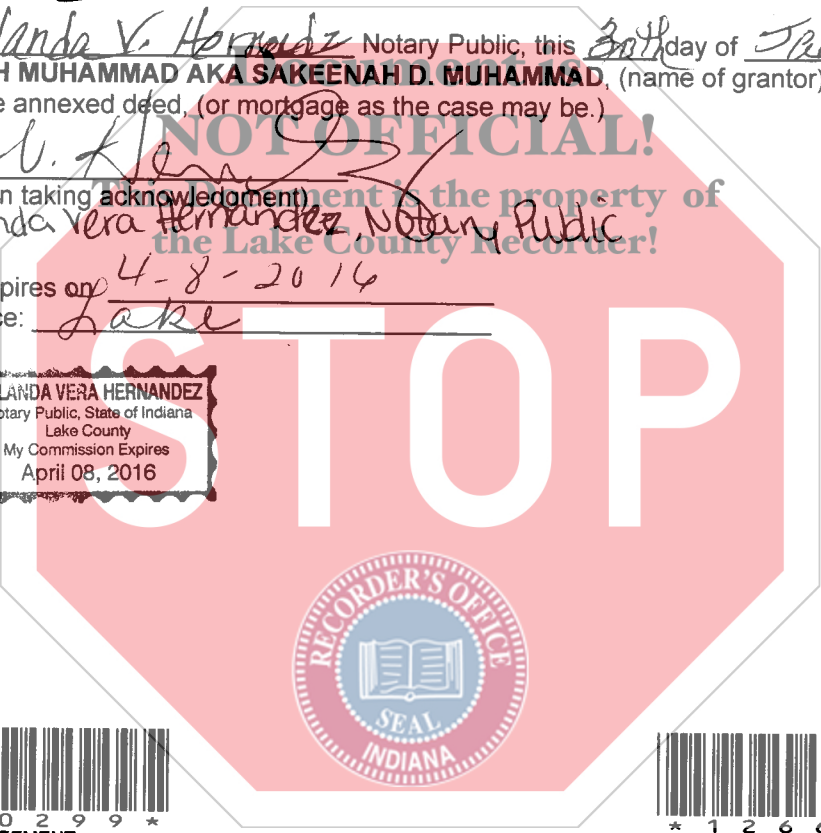
_____ [Space Below This Line For Acknowledgments] _____
State of Indiana

County of Lake

Before me, Yolanda V. Hernandez Notary Public, this 30th day of January, 2013, SAKEENAH MUHAMMAD AKA SAKEENAH D. MUHAMMAD, (name of grantor) acknowledged the execution of the annexed deed, (or mortgage as the case may be.)

Yolanda V. Hernandez
(Signature of person taking acknowledgment)
(SEAL) Yolanda Vera Hernandez, Notary Public

My Commission Expires on 4-8-2016
County of Residence: Lake



* 5 0 2 4 0 0 2 9 9 *
HUD MODIFICATION AGREEMENT
8300h 11/12



* 1 2 6 6 4 + 1 6 *
(page 3 of 5)

FLAGSTAR BANK, FSB

By: [Signature] (Seal)
- Lender

Name: LINDA K. BICKERS
Title: ASSISTANT VICE PRESIDENT

2-5-13

Date of Lender's Signature _____
[Space Below This Line For Acknowledgments] _____

State of Michigan

County of Oakland

Before me, Jennifer R. Smith Notary Public, this 5 day of February, 2013

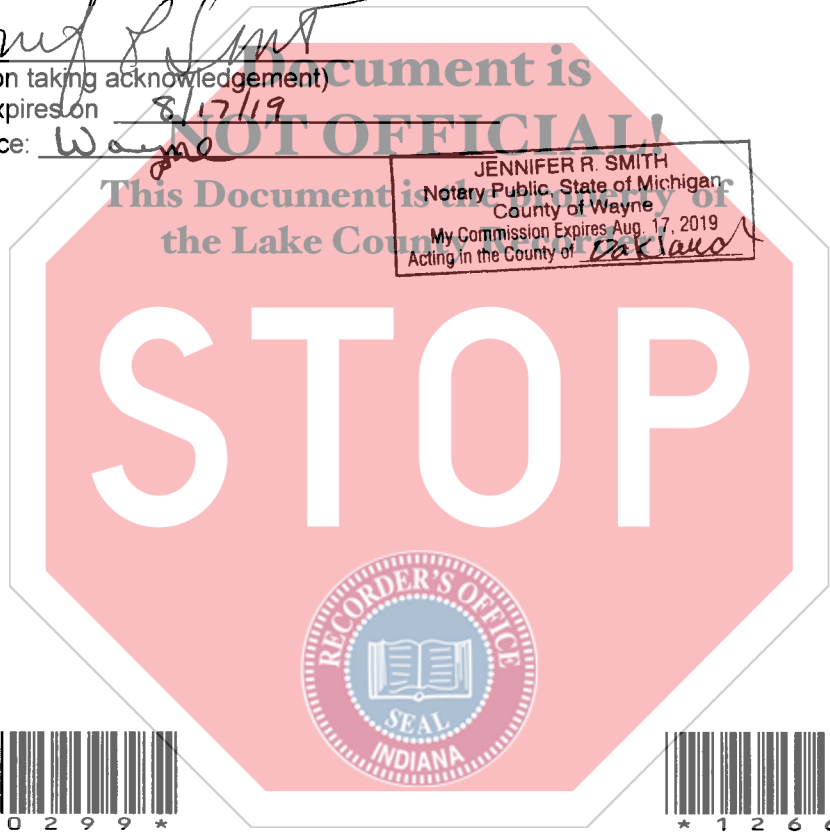
LINDA K. BICKERS, the ASSISTANT VICE PRESIDENT of FLAGSTAR BANK, (name of grantor) acknowledged the execution of the annexed deed, (or mortgage as the case may be.)

[Signature]

(Signature of person taking acknowledgement)

My Commission Expires on 8/17/19

County of Residence: Wayne



JENNIFER R. SMITH
Notary Public, State of Michigan
County of Wayne
My Commission Expires Aug. 17, 2019
Acting in the County of Oakland



* 5 0 2 4 0 0 2 9 9 *
HUD MODIFICATION AGREEMENT
8300h 11/12



* 1 2 6 6 4 + 1 6 *

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.

Danielle White
Signature

Danielle White
Printed Name

This Document Prepared By:
FLAGSTAR BANK, FSB
5151 CORPORATE DRIVE
TROY, MI 48098



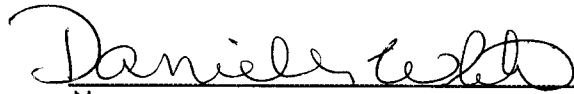
* 5 0 2 4 0 0 2 9 9 *
HUD MODIFICATION AGREEMENT
8300h 11/12



* 1 2 6 6 4 + 1 6 *

CERTIFICATE OF PREPARATION

This is to certify that this instrument was prepared by **FLAGSTAR BANK, FSB**, one of the parties named in the instrument.



Name: **DANIELLE WHITE**

Title: **CLOSER**

Lender: **FLAGSTAR BANK, FSB**

