

2013 047629

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 JUL -1 AM 8:34

MICHAEL B. BROWN
RECORDER

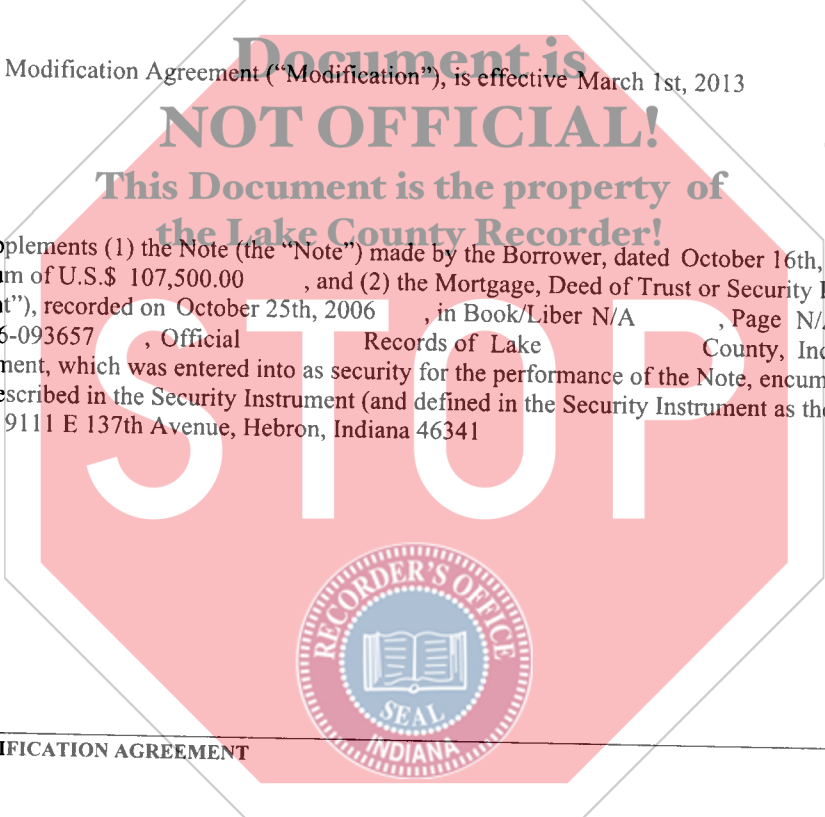
After Recording Return To:
RUTH RUHL, P.C.
Attn: Recording Department
2801 Woodside Street
Dallas, Texas 75204

Loan No.: 1424079695

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Modification"), is effective March 1st, 2013, between Joseph M. Rettig ("Borrower") and LPP Mortgage Ltd. ("Lender"),

and amends and supplements (1) the Note (the "Note") made by the Borrower, dated October 16th, 2006, in the original principal sum of U.S.\$ 107,500.00, and (2) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), recorded on October 25th, 2006, in Book/Liber N/A, Page N/A, Instrument No. 2006-093657, Official Records of Lake County, Indiana. The Security Instrument, which was entered into as security for the performance of the Note, encumbers the real and personal property described in the Security Instrument (and defined in the Security Instrument as the "Property"), which is located at 9111 E 137th Avenue, Hebron, Indiana 46341



22.00
19374
3.00
PP
1 REF
COVER

Loan No.: 1424079695

That real property is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower is, is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but has not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 11,987.82 , have been added to the indebtedness under the terms of the Note and Security Instrument. As of March 1st, 2013 , the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 112,484.27
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 8.625 % beginning March 1st, 2013 . The Borrower promises to make monthly payments of principal and interest of U.S.\$ 930.16 , beginning on the 1st day of April , 2013 , and continuing thereafter on the same day of each succeeding month. If on November 1st, 2036 , (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date.
The Borrower will make such payments at MGC Mortgage, Inc., 1 Corporate Drive, Suite 360, Lake Zurich, Illinois 60047 or at such place as the Lender may require.
4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.
5. Nothing in this Modification 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 Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

6. WAIVER.

AS A MATERIAL INDUCEMENT TO LENDER TO ENTER INTO THIS AGREEMENT, EACH BORROWER, ON BEHALF OF HIMSELF AND HERSELF AND HIS AND HER SUCCESSORS, ASSIGNS, HEIRS, LEGAL REPRESENTATIVES AND CONSTITUENTS (WHETHER OR NOT A PARTY HERETO) (BORROWER AND SUCH SUCCESSORS, ASSIGNS, HEIRS, LEGAL REPRESENTATIVES AND CONSTITUENTS BEING REFERRED TO HEREIN COLLECTIVELY AND INDIVIDUALLY, AS "OBLIGORS, ET AL."), HEREBY FULLY, FINALLY AND COMPLETELY RELEASE AND FOREVER DISCHARGE ORIGINAL LENDER, LENDER AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AFFILIATES, SUBSIDIARIES, PARENTS, OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, ATTORNEYS AND AGENTS, PAST, PRESENT AND FUTURE, AND THEIR RESPECTIVE HEIRS, PREDECESSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY AND INDIVIDUALLY, "LENDER, ET AL.") OF AND FROM ANY AND ALL CLAIMS, CONTROVERSIES, DISPUTES, LIABILITIES, OBLIGATIONS, DEMANDS, DAMAGES, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), DEBTS, LIENS, ACTIONS AND CAUSES OF ACTION OF ANY AND EVERY NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY THEROF RELATING TO THE LOAN, AND WAIVE AND RELEASE ANY DEFENSE, RIGHT OF COUNTERCLAIM, RIGHT OF SET-OFF OR DEDUCTION TO THE PAYMENT OF THE INDEBTEDNESS EVIDENCED BY THE NOTE AND/OR THE MORTGAGE OR ANY OTHER LOAN DOCUMENT WHICH OBLIGORS, ET AL. NOW HAVE OR MAY CLAIM TO HAVE AGAINST LENDER, ET AL., OR ANY THEREOF, ARISING OUT OF, CONNECTED WITH OR RELATING TO ANY AND ALL ACTS, OMISSIONS OR EVENTS OCCURRING PRIOR TO THE EXECUTION OF THIS AGREEMENT.

7. AFFIRMATION.

Borrower hereby affirms, confirms, ratifies, renews and extends the debts, duties, obligations, liabilities, rights, titles, security interests, liens, powers and privileges created or arising by virtue of the Loan Documents, as each is amended hereby, until all of the indebtedness and obligations relating to the Loan have been paid and performed in full. Borrower confirms that Lender has not released, forgiven, discharged, impaired, waived or relinquished, and does not hereby release, forgive, discharge, impair, waive or relinquish any rights, titles, interests, liens, security interests, collateral, parties, remedies or any other matter with respect to the Loan, or any of the Loan Documents, but rather Lender is expressly retaining and reserving the same to their fullest extent.

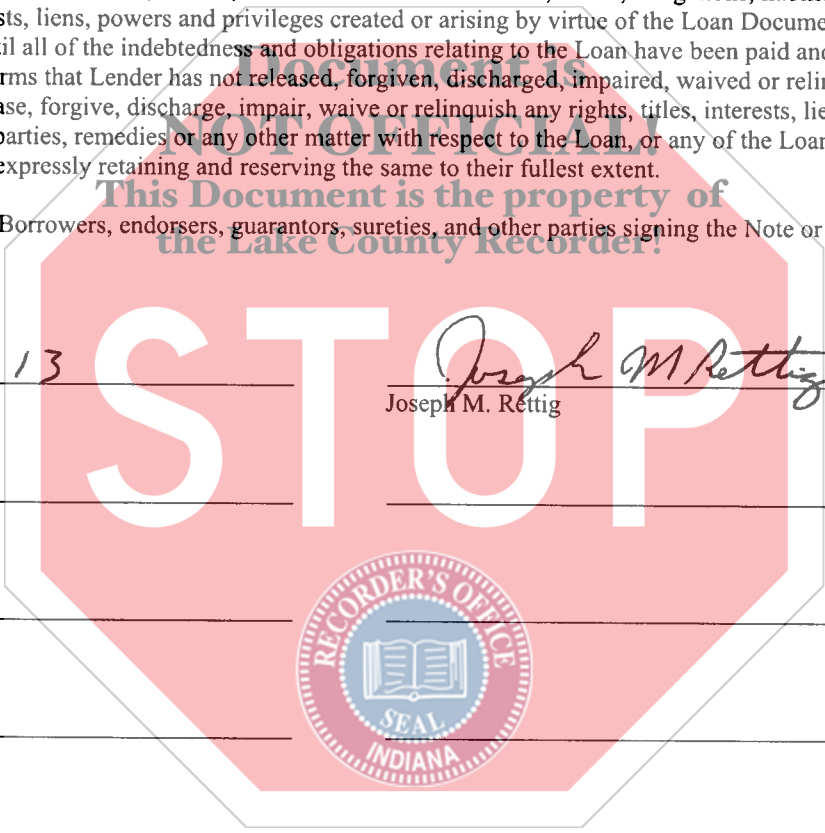
[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

4-11-13 _____ (Seal)
 Date Joseph M. Rettig -Borrower

_____ (Seal)
 Date -Borrower

_____ (Seal)
 Date -Borrower

_____ (Seal)
 Date -Borrower



BORROWER ACKNOWLEDGMENT

State of Indiana §
County of Lake §

The foregoing instrument was acknowledged before me Shannon K. Finnerty, April 11, 2013 [date],
by Joseph M. Rettig

[name of person acknowledged].



Shannon K. Finnerty
Notary Signature
Shannon K. Finnerty
Type or Print Name of Notary
Notary Public, State of Indiana
County of Residence: Lake
My Commission Expires: 10/11/2014



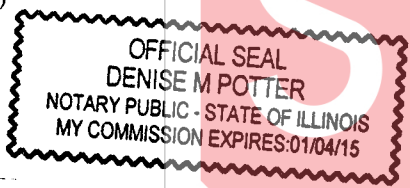
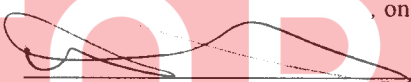
Loan No.: 1424079695

LPP MORTGAGE LTD., a Texas limited partnership (Seal)
-Lender
By: Property Acceptance Corporation,
its sole general partner

By:  5-20-13
ODISHU R. MALIK

Its: Authorized Signer

LENDER ACKNOWLEDGMENT
State of IL §
County of LAKE §
The foregoing instrument was acknowledged before me this MAY 20, 2013 [date],
by ODISHU R. MALIK, Authorized Signer
[name of officer or agent, title of officer or agent] of LPP Mortgage Ltd.

(Seal)   on behalf of said entity.
DENISE M. POTTER Notary Signature
Type or Print Name of Notary
Notary Public, State of IL
County of Residence: LAKE
My Commission Expires: 1/4/15

This Instrument Was Prepared By:
RUTH RUHL, P.C.
2801 Woodside Street
Dallas, Texas 75204

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. Ruth Ruhl

EXHIBIT "A"

PARCEL 1: THE EAST 65 FEET OF THE NORTH 200 FEET OF THE WEST 5 ACRES OF THE EAST 1/3 OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 7 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA.

PARCEL 2: THE EAST 1 ACRE OF THE WEST 6 ACRES OF THE EAST 1/3 OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 34 NORTH, RANGE 7 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA. SITUATED IN LAKE COUNTY, INDIANA.

TAX ID NO: 45-17-28-400-005.000-044 AND : 45-17-28-400-006.000-044

