

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 008262

2014 FEB 12 AM 9:28

MICHAEL B. BROWN  
RECORDER

Prepared by: Michael L. Riddle  
Middleberg, Riddle & Gianna  
717 N. Harwood, Suite 2400  
Dallas, TX 75201

Recording Requested By and Return To:  
QUICKEN LOANS INC.  
SERVICING CLIENT SOLUTIONS TEAM  
1050 WOODWARD AVE.  
DETROIT, MI 48226

Loan No: 3306939159

[Space Above This Line For Recording Data]

Data ID: 906

Borrower: CHRISTINE A BARTLEY

Original Principal Amount: \$101,650.00

**LOAN MODIFICATION AGREEMENT**  
(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 21st day of November, 2013, between CHRISTINE A BARTLEY whose address is 2801 W 38TH AVE, HOBART, INDIANA 46342 ("Borrower") and QUICKEN LOANS INC., 1050 WOODWARD AVE., DETROIT, MI 48226 ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated May 18, 2012 and recorded in 05/30/2012 as Instrument Number 2012 036033 of the Official Records of the County Recorder's or Clerk's Office of LAKE COUNTY, INDIANA 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:

2801 W 38TH AVE, HOBART, INDIANA 46342  
[Property Address]

Lot 41, in a Resubdivision of parts of Indiana Ridge Subdivision, in the City of Hobart, as per plat thereof of a said resubdivision, recorded in Plat Book 31 page 38, in the Office of the Recorder of Lake County, Indiana



LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
Modified by Middleberg, Riddle & Gianna

Form 3179 1/01 (rev. 06/12)

(Page 1 of 6 Pages)

1-ref #  
#3.0000  
#22.00  
M.E  
#438955

the real property described being set forth as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF**

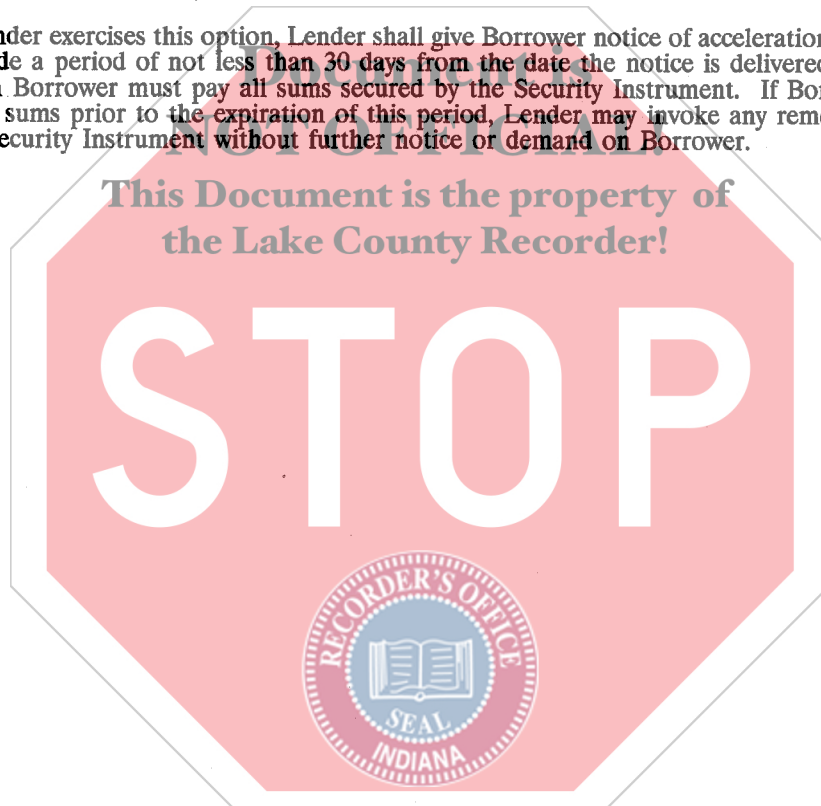
In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **November 1, 2013**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. **\$102,386.37**, 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** at the yearly rate of **4.0000%**, from **November 1, 2013**. Borrower promises to make monthly payments of principal and interest of U.S. **\$427.91**, beginning on the **first day of December, 2013**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of **4.0000%** will remain in effect until principal and interest are paid in full.

If on **November 1, 2053** (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 this 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. 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) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
  - (d) 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.
  - (e) 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.
  - (f) 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.



*Christine Bartley* (Seal)  
CHRISTINE A BARTLEY —Borrower

- Borrower Acknowledgment -

STATE OF INDIANA  
COUNTY OF LAKE

§  
§

Before me, Katie Banske, a Notary Public, this 30<sup>th</sup> day of December, 2012

CHRISTINE A BARTLEY  
acknowledged the execution of the annexed instrument.

[Seal]

*Katie Banske*  
Notary Public  
Katie Banske  
(Printed Name)

My commission expires: 1 Feb 17

Lake  
County of Residence

KATIE BANSKE  
Notary Public - Seal  
State of Indiana  
My Commission Expires Feb 1, 2017



Lender: QUICKEN LOANS INC.

By: [Signature]  
Its: Matt Thompson, Loss Mitigation Officer  
(Printed Name and Title)

Date of Lender's Signature: 01/14/14

- Lender Acknowledgment -

STATE OF MICHIGAN  
COUNTY OF WAYNE

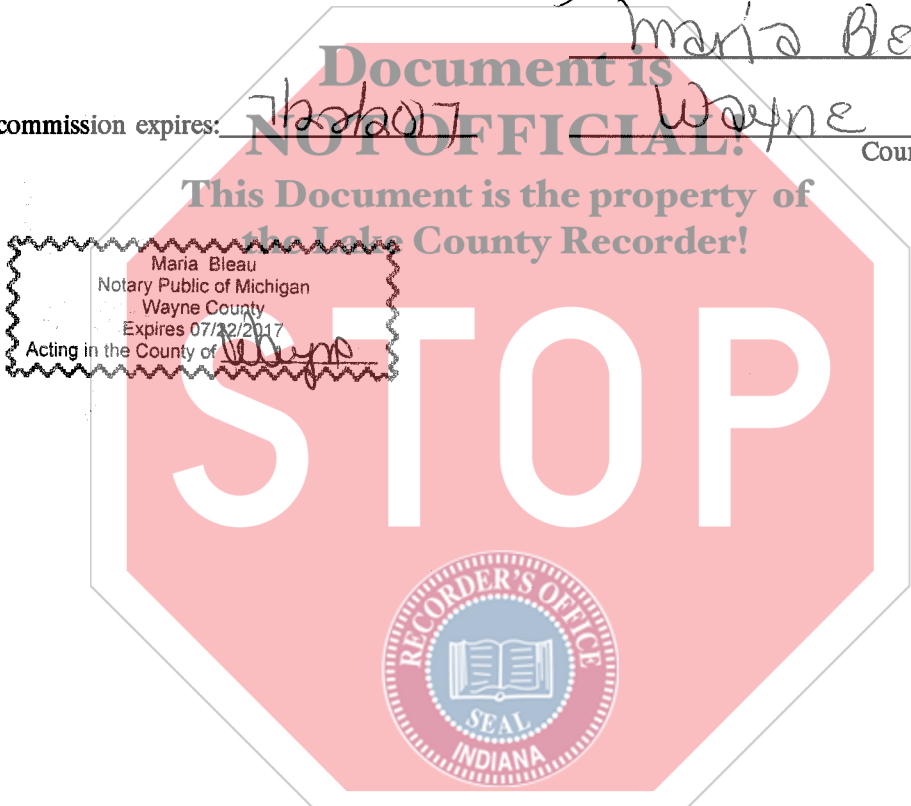
§  
§

Before me, QUICKEN LOANS INC., this 14 day of January,  
2014, personally appeared by Matthew Thompson  
its Loss Mitigation Officer, and acknowledged the execution of the annexed  
instrument.

[Signature]  
Notary Public

Maria Bleau  
(Printed Name)

My commission expires: 7/22/2017 Wayne  
County of Residence



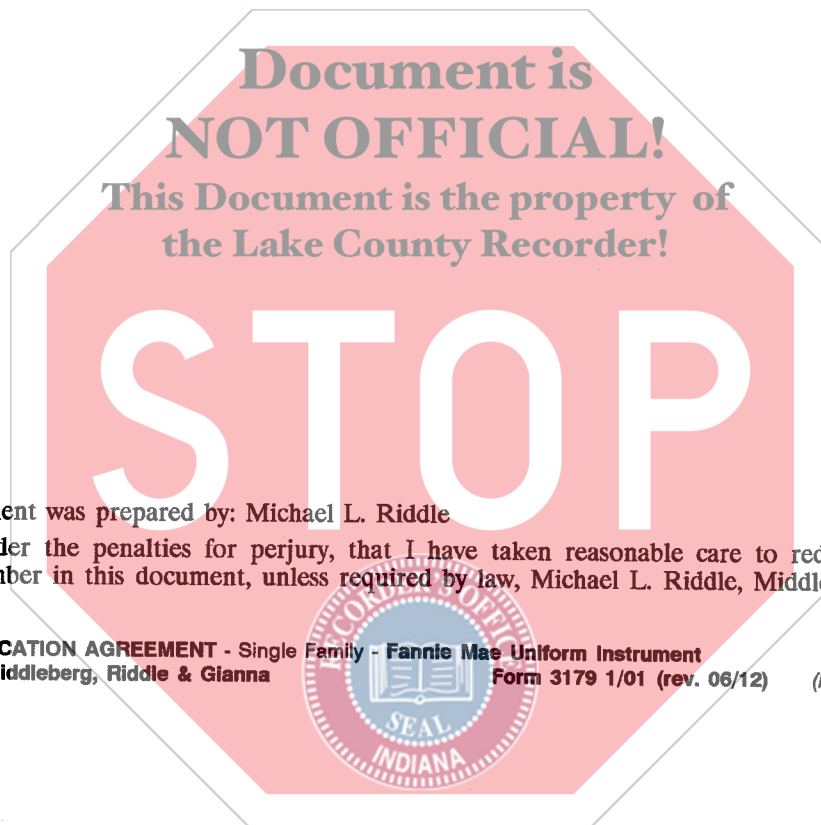
Maria Bleau  
Notary Public of Michigan  
Wayne County  
Expires 07/22/2017  
Acting in the County of Wayne

Loan No: 3306939159  
Borrower: CHRISTINE A BARTLEY  
Property Address: 2801 W 38TH AVE, HOBART, INDIANA 46342

Data ID: 906

### LEGAL DESCRIPTION

Lot 41, in a Resubdivision of parts of Indiana Ridge Subdivision, in the City of Hobart, as per plat thereof of a said resubdivision, recorded in Plat Book 31 page 38, in the Office of the Recorder of Lake County, Indiana.



This instrument was prepared by: Michael L. Riddle

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, Michael L. Riddle, Middleberg, Riddle & Gianna.

LOAN MODIFICATION AGREEMENT - Single Family - Fannie Mae Uniform Instrument  
Modified by Middleberg, Riddle & Gianna Form 3179 1/01 (rev. 06/12)

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